Supreme Court, U. S.
FILED
JAN 28 1975
MICHAEL RODAK, JR., CLERK

JOINT APPENDIX

Volume VI, Pages E-572-E-859

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1974

No. 73-1933

UNITED STATES OF AMERICA,
Appellant,

v.

CITIZENS AND SOUTHERN NATIONAL BANK, et al.

On Appeal from the United States District Court for the Northern District of Georgia

JURISDICTIONAL STATEMENT FILED JUNE 24, 1974

PROBABLE JURISDICTION NOTED OCTOBER 21, 1974

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ANALYSIS OF STOCKHOLDERS

APPROVING THE MERGER

Analysis of Stockholders Signing Petition 5/71	Number of Stockholders	Number Stockholders Signing Petition	% of Total Stockholders Signing Petition	Total Shares Outstanding	Total of Shares Signing	% to Total Shares Signing Petition
Chamblee	282	160	56.7%	75,000	60,260	80.3%
Park National	295	251	85.1%	40,000	37,011	92.5%
North Fulton	242	118	48.8%	20,000	12,777	63.9%
Sandy Springs	180	167	92.7%	45,000	42,859	95.2%
South DeKalb	255	162	63.1%	30,000	24,033	80.0%
Tucker	370	271	73.2%	66,000	59,759	90.5%

Analysis of Original Merger Proposal 10/70	Total Number Stockholders	Stockholders Approving Merger	% Approving Stockholders	Total Number Shares	Number Shares Approving	% Shares Approving
Chamblee	282	192	68.1%	75,000	64,546	86.1%
Park National	307	229	74.6%	40,000	32,458	81.1%
North Fulton	243	198	81.5%	20,000	16,994	85.0%
Sandy Springs	177	140	79.1%	45,000	39,897	88.6%
South DeKalb	233	168	72.1%	30,000	24,956	83.2%
Tucker	370	253	68.4%	66,000	57,439	87.0%

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(Sections A, D, F, K and V)

We the undersigned stockholders of The Citizens and Southern _____, do hereby affirm that we purchased our shares of the Bank upon the expectation and trust that the Bank would be organized and operated under the auspices and sponsorship of The Citizens and Southern National Bank and affiliates ("C & S") and that C & S would furnish management and financial services of the type and scope furnished to its subsidiary banks; and in due course, should the branch banking laws of the state permit, this Bank would be merged into the C & S. At no time did we consider a separation from this sort of control by C & S, and thus we voted that C & S acquire this Bank now that those branch banking laws permit it.

NAME	NAME
_____	_____
_____	_____
_____	_____

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C&S SANDY SPRINGS

The largest outside stockholder for C&S Sandy Springs is Mr. A. J. Weinberg, who owns 6.46% of the outstanding stock. Mr. Weinberg was one of the original directors of C&S Sandy Springs, having been asked to serve as Chairman of the Board by Mr. Mills B. Lane, Jr. Mr. Weinberg served on the Board until his retirement in 1969. Mr. Weinberg has signed a petition.

There has been no transfer of stock in excess of 500 shares since the bank was formed in 1960. It is interesting to note that 60% of the original stockholders still hold stock, representing 70% of the original issue and 72.9% of outstanding shares on May 1, 1971.

The original merger proposal was approved by all voting stockholders except one, who represented 720 shares. All the stockholders of Sandy Springs who have been asked to sign the recent petition have done so. These stockholders hold in excess of 90% of the outstanding stock.

Due to the length of time C&S Sandy Springs has been open (eleven years), the attached stockholder chart accounts for transfers in stock ownership by year. The last two columns indicate the breakdown of stock ownership by category the year the bank opened and the present year.

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REPORT OF C&S NATIONAL BANK OF SANDY SPRINGS STOCK PURCHASE TRANSACTIONS

- No New Shares Sold by Bank after Original Sale
- These Figures Represent the Categories that Bought Outstanding Shares
- No Figures Available on Who Sold or Number of Shares Sold

CATEGORIES	12/31/59	12/31/60	12/31/61	12/31/62	12/31/63	12/31/64	12/31/65	12/31/66
A) Officers, Directors and Employees of the C&S National Bank and Affiliates	750	575	0	0	0	0	30	0
	2*	2*	0*	0*	0*	0*	1*	0*
B) Former Officers, Directors and Employees of the C&S National Bank and Affiliates	50	100	0	0	0	200	9	86
	3*	1*	0*	0*	0*	1*	1*	4*
C) Officers, Directors and Employees of C&S National Bank of Sandy Springs and other C&S Banks	6,073	871	225	52	72	0	97	114
	10*	8*	4*	3*	1*	0*	1*	5*
D) Customers of C&S National Bank and Affiliates	2,912	1,000	108	145	50	110	140	0
	41*	9*	2*	3*	1*	2*	2*	0*
E) Customers of C&S National Bank of Sandy Springs and other C&S Banks	2,715	80	166	220	0	10	250	5
	64*	1*	7*	6*	0*	1*	4*	1*
Total Shares of Stock Purchased During Year	12,500	2,626	499	417	122	320	526	205
Total Stockholders Involved in Purchases	119	21	13	12	7	4	9	10

* Number of stockholders that purchased shares in that year.

Notes: 1) On December 23, 1968, there was a 1 for 5 stock split. This totaled 15,000 shares outstanding.

2) On May 1, 1970, there was a 2 for 1 stock dividend. This totaled 45,000 shares outstanding.

REPORT OF C&S NATIONAL BANK OF SANDY SPRINGS STOCK PURCHASE TRANSACTIONS

- No New Shares Sold by Bank after Original Sale
- These Figures Represent the Categories that Bought Outstanding Shares
- No Figures Available on Who Sold or Number of Shares Sold

CATEGORIES	12/31/67	12/31/68	12/31/69	12/31/70	Transaction Totals	Initial Ownership (1959)		Present Ownership (1971)	
A) Officers, Directors and Employees of the C&S National Bank and Affiliates	100	730	0	0	2,185	750	(6.0%)	4,826	(10.7%)
	1*	2*	0	0	8*	2*	(1.7%)	5*	(2.7%)
B) Former Officers, Directors and Employees of the C&S National Bank and Affiliates	595	110	340	56	1,546	50	(0.4%)	5,863	(13.1%)
	6*	3*	8*	6*	33*	3*	(7.6%)	9*	(5.0%)
C) Officers, Directors and Employees of C&S National Bank of Sandy Springs and other C&S St. Banks	10	50	410	0	7,974	6,073	(48.6%)	12,688	(28.1%)
	2*	1*	8*	0*	48*	10*	(25.2%)	30*	(16.7%)
D) Customers of C&S National Bank and Affiliates	418	335	120	287	5,625	2,912	(23.3%)	10,931	(24.3%)
	7*	3*	1*	5*	76*	41*	(34.5%)	55*	(30.6%)
E) Customers of C&S National Bank of Sandy Springs and other C&S St. Banks	0	0	0	18	3,464	2,715	(21.7%)	10,692	(23.7%)
	0*	0*	0*	1*	85*	64*	(68.1%)	81*	(45.0%)
Total Shares of Stock Purchased During Year	1,123	1,225	870	361	20,794	12,500	Total Shares	45,000	Total Shares
Total Stockholders Involved in Purchases	16	9	17	12	250	119	Total Stockholders	180	Total Stockholders

* Number of stockholders that purchased shares in that year.

Notes: 1) On December 23, 1968, there was a 1 for 5 stock split. This totaled 15,000 shares outstanding.

2) On May 1, 1970, there was a 2 for 1 stock dividend. This totaled 45,000 shares outstanding.

C&S CHAMBLEE BANK

The largest outside stockholder group for C&S Chamblee is Henry Williams, his wife, and the profit sharing plan for his drugstore. The ownership of this group represents 10% of the outstanding stock.

Dr. Williams was one of the original organizers of the Chamblee Bank and prior to that time was a strong customer of the C&S National Bank, as that Bank made him a term loan for the purpose of ~~and~~ enabling him to start his business.

Dr. Williams is a very strong advocate of C&S Chamblee and is highly desirous of merging with the C&S National Bank. Dr. Williams has signed a petition. His one and only business interest is that of operating his drugstore. He has no knowledge of banking, and he would never have any desire to advocate any plan which would separate C&S Chamblee from C&S National Bank.

The original merger proposal was approved by all voting stockholders except three, who represented 402 shares. One of the original dissenting stockholders, representing 125 shares, has now signed a petition.

Stockholders owning over 60% of the outstanding stock have signed the petition.

Over 50% of the outstanding stock of C&S Chamblee Bank is owned by people who work for C&S National Bank or do business with the National Bank.

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ANALYSIS OF STOCK OWNERSHIP
THE CITIZENS AND SOUTHERN BANK OF CHAMBLEE

CATEGORY	5/15/60	12/31/60	12/31/61	12/31/62	12/31/63	12/31/64	12/31/65	12/31/66
A) Officers, Directors, and Employees of the C&S National Bank and Affiliates	2,449 8.16%	2,334 7.77%	2,994 10.00%	2,935 9.85%	3,019 10.08%	2,971 9.90%	2,773 9.25%	2,973 9.91%
B) Former Officers, Directors and Employees of C&S National and Affiliates								
C) Officers, Directors and Employees of C&S Bank of Chamblee and other C&S 5% Banks	2,930 9.83%	2,530 8.04%	3,150 10.50%	3,999 13.33%	4,490 15.00%	4,585 15.30%	5,223 17.41%	5,143 17.14%
D) Customers of C&S National Bank and Affiliates	9,120 30.43%	9,320 31.06%	9,365 31.70%	9,205 30.68%	9,070 30.23%	9,070 30.23%	9,095 30.30%	9,095 30.36%
E) Customers of C&S Bank of Chamblee and other C&S 5% Banks	15,501 51.58%	15,816 53.13%	14,491 48.30%	13,861 46.14%	13,421 44.89%	13,374 44.57%	12,909 43.04%	12,789 42.65
TOTAL	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000

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ANALYSIS OF STOCK OWNERSHIP
THE CITIZENS AND SOUTHERN BANK OF CHAMBLEE

CATEGORY	12/31/67	12/31/68	12/31/69	12/31/70	3/31/71
A) Officers, Directors, and Employees of the C&S National Bank and Affiliates	2,908 9.69%	4,263 11.34%	4,668 12.45%	9,424 12.56%	9,424 12.56%
B) Former Officers, Directors and Employees of C&S National and Affiliates			10 0%	20 0%	20 0%
C) Officers, Directors and Employees of C&S Bank of Chamblee and other C&S 5% Banks	5,227 17.42%	6,284 16.76%	6,245 16.65%	12,486 16.64%	12,486 16.64%
D) Customers of C&S National Bank and Affiliates	9,254 30.85%	11,378 30.34%	11,151 29.74%	22,050 29.40%	22,050 29.40%
E) Customers of C&S Bank of Chamblee and other C&S 5% Banks	12,611 42.04%	15,575 41.56%	15,426 41.16%	31,020 41.40%	31,020 41.40%
TOTAL	30,000	37,500	37,500	75,000	75,000

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The largest block of stock owned outside of the C&S is held by the Cofer family. This family at one time owned 100% of the bank. When C&S National Bank Holding Company bought 80%, the Cofers retained 17% ownership. The Cofer family has signed a petition.

Shortly after C&S National acquired C&S Tucker stock, the stock was held by Mr. Howard Starks and Mr. Bennett Brown both Executive Vice Presidents of the C&S National Bank, as agents. The stock was then sold to C&S officers, directors, and customers. This accounts for the large "swing" of stock ownership in 1966.

The increase in Category B in 1969 and 1970 is due to Mr. Herb Dickson, former Executive Vice President of C&S National Bank, leaving in 1969, and Mr. Rountree Youmans, former General Vice President of C&S National Bank, retiring in 1970.

The original merger proposal was approved by all voting stockholders except three, who own a total of 26 shares. The recent petition was signed by persons owning over 96% of the outstanding shares. In recent years, there has not been any transfer of stock in excess of 2%.

ANALYSIS OF STOCK OWNERSHIP
THE CITIZENS AND SOUTHERN BANK OF TUCKER

CATEGORY	QUARTERS 2/65	3/31/65	12/31/65	12/31/66	12/31/67	12/31/68	12/31/69	12/31/70
A) Officers, Directors, and Employees of the C&S National Bank and Affiliates	22,000 80%	16,094 58.52%	14,400 52.36%	14,500 52.73%	14,305 52.02%	16,571 50.22%	13,694 41.50%	27,373 41.48%
B) Former Officers, Directors and Employees of C&S National and Affiliates	-0-	-0-	-0-	-0-	-0-	-0-	2,400 7.27%	4,304 6.51%
C) Officers, Directors and Employees of C&S Bank of Tucker and other C&S 5% Banks	-0-	2,441 8.87%	2,491 9.06%	2,541 9.24%	2,516 9.15%	3,105 9.05%	3,393 10.28%	6,501 9.85%
D) Customers of C&S National Bank and Affiliates	-0-	1,200 4.36%	1,300 4.73%	1,300 4.73%	1,300 4.72%	1,556 4.72%	1,556 4.72%	3,115 4.72%
E) Customers of C&S Bank of Tucker and other C&S 5% Banks	5,500 20%	7,765 28.23%	9,309 33.85%	9,159 33.30%	9,379 34.11%	11,606 35.18%	11,956 36.23%	24,607 37.31%
TOTAL	27,500	27,500	27,500	27,500	27,500	33,000	33,000	66,000

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The largest single block of stock "outside" the C & S family is held by Mr. T. A. Bartenfeld, a personal friend of the Bank President, Mr. Hugh Lane. Mr. Bartenfeld owns 500 shares (2.5%) and has signed a petition approving the merger.

In April 1969, one of the original organizers of C & S North Fulton, Mr. George M. Couch, Jr. (age 72) resigned from the Board because he felt that there was entirely too close a relationship with the C & S family in that we had adopted practically every recommended policy of the C & S National Bank including the tenure of Directors. He did not approve of the retirement age 75 since he felt he had not outlived his usefulness.

The original merger proposal was approved unanimously by all voting stockholders. Recently, all stockholders asked to signed the petition have done so willingly.

It is interesting to note the percent ownership that C & S officers, directors, and employees, both active and retired (45.79%) and C & S customers and affiliate customers (49.48%) have in this bank.

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ANALYSIS OF STOCK OWNERSHIP
THE CITIZENS AND SOUTHERN NORTH FULTON BANK

CATEGORY	Quarters 9/30/67	12/31/67	3/31/68	6/30/68	9/30/68	12/31/68	3/31/69
A) Officers, Directors, and Employees of the C & S National Bank and Affiliates	3,013 15.07%	3,063 15.32%	3,063 15.32%	3,013 15.07%	3,013 15.07%	3,013 15.07%	3,013 15.07%
B) Former Officers, Directors and Employees of C & S National and Affiliates	550 2.75%	550 2.75%	550 2.75%	550 2.75%	550 2.75%	550 2.75%	550 2.75%
C) Officers, Directors and Employees of C & S North Fulton and other C & S 5% Banks	4,601 23.01%	4,701 23.55%	4,701 23.55%	4,726 23.63%	4,726 23.63%	4,726 23.63%	5,076 25.30%
D) Customers of C & S National Bank and Affiliates	10,891 54.46%	10,741 53.71%	10.741 53.71%	10,766 53.83%	10,766 53.83%	10,766 53.83%	10,416 52.08%
E) Customers of C & S North Fulton and other C & S 5% Banks	945 4.73%	945 4.73%	945 4.73%	945 4.73%	945 4.73%	943 4.73%	943 4.73%
TOTAL	20,000	20,000	20,000	20,000	20,000	20,000	20,000

ANALYSIS OF STOCK OWNERSHIP
THE CITIZENS AND SOUTHERN NORTH FULTON BANK

Category	Quarters 9/30/69	12/31/69	3/31/70	6/30/70	
(A)	3,488 17.44%	3,483 17.44%	3,513 17.57%	3,563 17.82%	No changes since June, 1970
(B)	550 2.75%	550 2.75%	525 2.63%	525 2.63%	No changes since June, 1970
(C)	4,651 23.26%	4,776 23.88%	4,821 24.11%	5,071 25.36%	No changes since June, 1970
(D)	10,366 51.83%	10,241 51.21%	10,196 50.98%	9,896 49.48%	No changes since June, 1970
(E)	945 4.73%	945 4.73%	945 4.73%	945 4.73%	No changes since June, 1970
TOTAL	20,000	20,000	20,000	20,000	

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THE CITIZENS AND SOUTHERN PARK NATIONAL BANK

The largest single block of stock outside of the C & S family is held by the Elson family group, headed by Edward E. Elson. Mr. Elson, a Director, owns the largest "outside" block of stock, 2,847 shares, or approximately 7% of total shares.

Included in this family group are Mr. Elson, his father, Harry, his mother, Esther, and his uncle, Louis (in trust for Edward's children).

Elson, originally a valuable depositor of the Citizens and Southern National Bank and friend of Mills B. Lane, has been one of our most helpful Directors and his companies are our second largest and second most profitable accounts. He and his family voted unanimously in favor of merger with The Citizens and Southern Emory Bank, Citizens and Southern National Banks' affiliate.

Below is a listing of transfers of stock in excess of 2%:

4-23-68	Mills B. Lane, Jr., President of Citizens and Southern National Bank, bought 1,500 shares from Citizens and Southern National Bank customer Hilson & Company.
5-21-68	Citizens and Southern National Bank customer Louis L. Dettelbach bought 500 shares from Citizens and Southern National Bank customer Earl Geiger.
9-2-68	HLS Company, Citizens and Southern National Bank customer controlled by Citizens and Southern National Bank Director Hal Smith, bought 1,500 shares from Citizens and Southern National Bank President, Mills B. Lane and 500 from his wife, Anne Waring Lane.

The original merger proposal was approved by all voting stockholders except 2 who represented 525 shares. The recent petition was signed by stockholders who represent over 90% of the outstanding shares. It is interesting to note that one of the original dissenting stockholders representing 500 shares has now agreed to sign the petition.

C & S National Bank officers, directors, employees and customers and affiliate customers, again, own well over 50% of the outstanding stock.

ANALYSIS OF STOCK OWNERSHIP
THE CITIZENS AND SOUTHERN PARK NATIONAL BANK

CATEGORY	7/67	12/67	6/68	12/68	6/69	12/69	6/70	3/71
A) Officers, Directors, and Employees of the C&S National Bank and Affiliates	6,512 16.28%	6,812 17.03%	8,352 20.98%	7,992 19.98%	8,217 20.54%	8,407 21.02%	8,344 20.86%	8,344 20.86%
B) Former Officers, Directors and Employees of C&S National and Affiliates	0	0	0	75 .20%	75 .20%	80 .20%	80 .20%	80 .20%
C) Officers, Directors and Employees of C&S Park National and other C&S 5% Banks	5,150 12.87%	5,150 12.87%	5,567 13.92%	5,867 14.66%	5,892 14.73%	5,747 14.36%	5,782 14.46%	5,782 14.46%
D) Customers of C&S National Bank and Affiliates	25,788 64.47%	25,488 63.72%	22,766 56.91%	22,791 56.98%	22,466 56.16%	22,216 55.55%	22,244 55.61%	22,244 55.61%
E) Customers of C&S Park National and other C&S 5% Banks	2,550 6.38%	2,550 6.38%	3,275 8.19%	3,275 8.18%	3,350 6.37%	3,550 8.87%	3,550 8.87%	3,550 8.87%
TOTAL	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000

C & S SOUTH DEKALB BANK

The largest "outside" stockholders for C & S South DeKalb are Mr. Herb Dickson, a former Executive Vice President of C & S National Bank and Mr. Rountree Youmans, retired General Vice President of C & S National Bank. Mr. Dickson and Mr. Youmans own 600 shares each (2%) and have signed a petition approving the proposed merger.

The original vote on the merger indicated the strong support the stockholders have given to the proposed merger. It is interesting to note that only 100 shares out of 30,000 shares outstanding voted against the merger at that time. Presently, over 80% of the outstanding shares have again voiced their approval of the merger by signing the petition. There has only been one stockholder who has been contacted that has refused to sign.

In addition, the Board of Directors has seen fit to approve of all the recommendations of the C & S National Bank. There has not been a case of any dissenting votes on National Bank Recommendations.

ANALYSIS OF STOCK OWNERSHIP
THE CITIZENS AND SOUTHERN SOUTH DEKALB BANK

CATEGORY	QUARTERS 9/30/69	12/31/69	3/31/70	6/30/70	9/30/70	12/31/70	3/31/71
A) Officers, Directors, and Employees of the C & S National Bank and Affiliates	14,440 51%	13,890 46%	13,890 46%	13,940 46%	13,940 46%	13,940 46%	13,815 46%
B) Former Officers, Directors and Employees of C & S National and Affiliates	-0-	630 2%	630 2%	630 2%	630 2%	630 2%	630 2%
C) Officers, Directors and Employees of C & S South DeKalb and other C & S 5% Banks	5,330 18%	5,330 18%	5,330 18%	5,330 18%	5,330 18%	5,330 18%	5,330 18%
D) Customers of C & S National Bank and Affiliates	2,950 10%	4,225 14%	4,225 14%	4,225 14%	4,225 14%	4,225 14%	4,360 14%
E) Customers of C & S South DeKalb and other C & S 5% Banks	5,575 21%	5,925 20%	5,925 20%	5,875 20%	5,875 20%	5,875 20%	5,875 20%
TOTAL	28,295	30,000	30,000	30,000	30,000	30,000	30,000

Directors - Sandy Springs

E- 589

Dx 269
See D

GEORGIA HIGHWAY EXPRESS, INC.
3000 JONESBORO ROAD, S. E.
ATLANTA, GEORGIA 30315

DILLON WINSHIP, JR.
PRESIDENT

May 14, 1971

Mr. James Thomas
Alston, Miller & Gaines
12th Floor
Citizens & Southern National Bank Building
Atlanta, Georgia 30303

Dear Jim:

Thinking back over the incorporation of the Citizens National Bank of Sandy Springs, which is now the Citizens and Southern Bank of Sandy Springs, it never entered my mind at the beginning that the bank was anything but to be controlled by The Citizens and Southern National Bank system. Certainly The Citizens and Southern National Bank could not have more than five per cent ownership in the Citizens and Southern Bank of Sandy Springs; however, I think it was the intention of the C & S to have the bank in friendly hands from the very inception of the original Board of Directors.

Our company has, for a number of years, banked with The Citizens and Southern National Bank, and my father was on the Advisory Board of the downtown bank. I was specifically requested to become an original director of the Sandy Springs bank by Mills Lane personally. I would not have invested in the bank or had any knowledge of the bank had it not been for the interest of Mr. Lane in my presence on the Board.

From the very beginning we have been advised, counseled, and staffed at key positions by C & S personnel. There has always been a member of our

Board from the "mother" bank, and that particular director has always influenced our board decisions greatly.

From the outset we have attempted to identify with The Citizens and Southern National Bank. The name of the bank has constantly been as close to Citizens and Southern as we could possibly get it without being in violation of the banking laws. Our bank expansion has always been planned on the basis that ultimately the laws of Georgia would be changed and branch banking would be permitted and this bank would then become a part of the big bank.

Were we forced to be separated, or were the "mother" bank to lose interest in the Citizens and Southern Bank of Sandy Springs, I feel that our position as an independent bank would be terribly weakened since most of our key personnel presently participate in the fringes of the "mother" bank, and I think that we would lose them back into the main system. This would have a very serious effect upon the bank's earnings and the present stock's earning capacity.

I think, of the original stockholders, no one was actually living in Sandy Springs at the time we sought the bank charter, and I am sure none of us were actively engaged in any business enterprise in Sandy Springs. Local residents of Sandy Springs were not involved with the Board until after original incorporation was sought, but all of us on the original Board were either very close friends or very closely involved businesswise with the parent bank.

It has never been my thought that anybody ran that bank but Mills B. Lane and associates.

Yours sincerely,

H. Dillon Winship, Jr.
President

HDWjr/jc

J. TEUSCHER
6701 ROSWELL ROAD, N. E.
ATLANTA, GEORGIA 30328

May 11, 1971

Mr. J. E. Thomas
Austin, Miller and Gaines
C. & S. Bank Building
Atlanta, Georgia

Dear Mr. Thomas:

The proposed merger of the C. & S. Bank of Sandy Springs into the C. & S. Bank of East Point appears to be a natural step to take, and in my view could be considered a formal recognition of the way we have been operating since I have been a Director. I have been in Atlanta since January 1969, as General Manager of Western Electric's Southern Region. My predecessor was a member of the Board of Directors, and I was elected to the Board in March 1969.

I have been impressed with the close working relationship our bank has with the C. & S. National Bank, and with the level of support we receive. For example, I am a member of the committee on salary compensation, and our deliberations have always included representatives from the C. & S. National Bank with the objective of keeping our salaries in line with those in other parts of the C. & S. system. Our decisions on employee benefits have also been closely coordinated with the C. & S. National Bank. As further examples, on the operating side of the business we are tied in with the C. & S. National Bank computer system, we make use of the helicopter delivery service, and we benefit directly from the advertising program of the C. & S. National Bank.

The President of our Bank came to us from the C. & S. National Bank, and if he were to leave Sandy Springs for some reason, I feel certain the Board would look to C. & S. National for a replacement. In short, we are clearly a member of the C. & S. "family" and the success of our operations has resulted to a large degree from our access to C. & S. resources.

In my opinion it is important to preserve this arrangement and, in fact, to strengthen it wherever possible. There would be no benefit to the Sandy Springs Bank, its owners or its customers to break this relationship, and it has never occurred to me to think along those lines.

Yours truly,

J Tenacle

J. H. (Jim) Aldredge
There Is No Substitute For Friends
1717 Havilon Drive, S. W.
Atlanta, Georgia
May 14, 1971

Mr. Dan Hodgson
% Alston, Miller and Gaines
1220 C&S Bank Building
Atlanta, Georgia 30303

Dear Mr. Hodgson:

The undersigned Stockholder, Director, and Finance Committeeman of the C&S National Bank of Sandy Springs and former merchant in Sandy Springs concurs in the sale of said Bank to the C&S National Bank of Atlanta.

Since the Sandy Springs Bank was organized the citizens in this area were informed by me and others that this Bank was a member of the C&S system which lent valuable aid to this Bank by recommending to us and allowing the employment of competent and experienced personnel to operate our Bank from the personnel of the C&S Bank of Atlanta. In addition, the larger Bank has participated with us in loans, thus, enabling this Bank to handle profitable business which otherwise would have been too large for our small Bank to handle.

Frankly, I feel the customers and stockholders of our Bank have greatly benefited by the identity and participation from the C&S Bank of Atlanta.

However, the main reason I favor the merger of our Bank with the C&S Atlanta Bank is that recent changes in the Georgia Law permits all of the larger Banks of Atlanta to establish branches in our community where we have heretofore enjoyed the large part of the banking business in this area. Therefore, in my opinion, with competition from all of the larger Atlanta Banks in this community for the best interest of our customers and stockholders would be the merger of our Bank to the C&S Bank of Atlanta.

Sincerely,

James H. Aldredge

James H. Aldredge
1717 Havilon Drive, S.W.
Atlanta, Georgia 303[illegible]

JHA/h

E- 534

ALVA G. MAXWELL
P. O. BOX 4809
ATLANTA, GA. 30302

May 13, 1971

Dear Jim,

In 1959, a group of us in the Sandy Springs neighborhood recognized the need for a local bank and therefore applied to the State Banking Department for a charter. After much consideration, the proper authorities declined to issue a charter because they did not feel as though the economic situation in that neighborhood justified a bank. No Atlanta bank could then put a branch in that community.

Later in 1959 through the leadership and influence of Mills B. Lane, Jr., President of The Citizens and Southern Nation Bank, a national charter was obtained, and the bank was opened as an associate of The Citizens and Southern National Bank in the name of The Citizens National Bank of Sandy Springs.

At that time I purchased stock in the bank and influenced others to make a similar investment. Through the influence of Mr. Lane and others, I was made one of the original directors. I had retired after serving as Vice President of The Citizens and Southern National Bank for thirty-two years and was glad to share a program to build a strong bank in a rapidly growing community.

The bank made excellent progress right from the beginning. Much of this was due to the cooperation of the parent bank. They supplied, not only management but individual auditors, advertising material, and general support which made it possible for us to grow and prosper without too much expense.

Even though we were an individual bank, we have felt right from the beginning that we were in the family of the C&S System and continue to feel that way. Now that the law has been changed providing for county-wide banking, we know that other banks will establish branches in Sandy Springs, and for that reason the directors and stockholders urge the banking authorities to make it possible for us to become a branch of the Citizens and Southern System.

Sincerely,

A G Maxwell

Mr. James E. Thomas
Alston, Miller & Gaines
The Citizens and Southern National Bank Building
Atlanta, Georgia 30303

E-535

Beers Construction Company

engineers and contractors
Post Office Box [illegible]75
Atlanta, Georgia 30301

L. L. GELLERSTEDT, JR.
PRESIDENT

May 4, 1971

Alston, Miller and Gaines
Citizens & Southern National Bank Building
Atlanta, Georgia 30303

Attention: Mr. James E. Thomas

Dear Jim:

Reference is made to the formation and history of, and my relationship with, the Citizens and Southern Bank of Sandy Springs.

My father was a long-time employee of the Citizens and Southern National Bank and retired in about 1955, at which time he was executive vice president; consequently, for my entire life I was "raised" as a member of the Citizens and Southern National Bank. I have also done a considerable amount of building for the C&S since I have been in the construction business.

In 1959 I received a call from Mills Lane who asked me to come to his office. When I arrived, he advised he was putting together a group of people to apply for a national bank charter in the Sandy Springs area and he wanted me to be a director. My only basis for even considering this was because of my connection with the C&S and my knowledge the C&S Bank would be behind this effort from the start. After the charter was approved, I had the privilege of serving as a director until 1969, at which time I resigned in order to accept appointment to another C&S Bank board. I was, therefore, a part of the family who saw this bank start and grow through the years.

It was always my idea that if and when the laws would allow, this unit would come under the C&S system since it would never have been founded if it had not been for the C&S, and since Tom Cook, its original president, and Lou Fortuna, its second and current president, both came out of the C&S Bank system; also, most of the key personnel has come from the C&S Bank.

When the laws of the State of Georgia were changed this past year, I immediately felt the wheels would be put in motion to make a reality of the

dream that Sandy Springs would become a part of the C&S system. I feel for the good of the bank, and the good of the community this bank serves, a merger would be to the benefit of all.

Sincerely,

L. L. Gellerstedt, Jr.

LLGJr:pw

May 7, 1971

Mr. Daniel Hodgson
Alston, Miller & Gaines
The Citizens and Southern Bank Building
Atlanta, Georgia 30303

Dear Dan:

In support of the acquisition of The Citizens and Southern Bank of Sandy Springs by The Citizens and Southern National Bank through The Citizens and Southern Bank of East Point, I wish to reiterate comments made to several of the officers and directors of the bank. Since I was asked to serve and was nominated as one of the original directors, I am well aware of the organization attempts in the Sandy Springs area prior to becoming a director of this bank and the circumstances surrounding the initial sale of stock to local residents. It may be of interest to recall that there were two or three groups who had failed to organize a state bank and, in my opinion, it was the sponsoring of Mills B. Lane and The Citizens and Southern National Bank that materially assured us of a successful application. The original bank name was "The Citizens National Bank of Sandy Springs" and I believe that the Citizens is part of the present name of the bank. Since branches of all C&S Banks could not be legally established outside the city's boundary, the bank adopted a name as close as possible. Tom Cook, the first president of the bank, informed me that Mills B. Lane suggested my name because I was a resident of the area and was interested in several businesses and was familiar with many of the local residents. I knew Mr. Lane for several years prior to this and had noted that he was an excellent businessman and banker. Therefore, had confidence in him and was pleased to have the opportunity

E- 508

get Mr. Lane interested in cooperating with a bank in our community.

Obviously, I was interested in buying stock and influenced several of the people living in the community at that time to make investments in the bank and to make deposits because of the management and the sponsorship of the new bank. As time went on, I was convinced that many of the people in the community and customers of the new bank felt as strongly as I did and now do that the bank operates like a branch of the C&S National Bank. The personnel, the name, advertising and the mode of doing business in the C&S style are convincing proof of this feeling.

I have served as a director since 1959 and into 1971 and have enjoyed meeting director of other C&S banks; namely, C&S National, C&S affiliates and other C&S Fivepercenter bank directors. Such meetings have taken place at Christmas time and in the spring of the year at which Mills B. Lane presents interesting subjects to the joint membership.

I might add that the unavailability of stock in my bank is a reason for buying stock in the C&S National Bank. However, it is my belief that the closeness of these two banks make both an excellent investment, and I speak from a great deal of experience.

As a director, I am fully aware of the economic benefits derived through mutual cooperation in group purchasing, attitude, personnel, computer services, capital notes and helicopter mail service as examples.

From the beginning and currently, I have had the expectation that this bank would be acquired by the C&S to operate as a branch formation. Such resulting bank with the larger capital base will permit the granting of

large loans that are necessary to meet the increasing demand in this a rapidly expanding residential and commercial area. This certainly will help this community. We feel this will continue and most probably increase the benefits to the people in our community and in this rea.

Sincerely,

Dr. William M. Cason
P. O. Box 28425
Atlanta, Georgia 30328

H. VANCE GREENSLIT
GREENAWAY FARM
FOLSOM, LOUISIANA 70437

May 17, 1971

Ashton, Miller & Grimes
Atlanta, Ga.

Att: Mr James E. Thomas

Dear Jim:

The only thing bad about retirement is the loss of a Secretary, otherwise I wouldn't trade for anything.

Shortly after I was transferred to Atlanta in 1958 the President of Southern Greyhound Lines approached by Mr Mills Lane and officially by the C. & S. Bank about accepting a Directorship and investing in a new bank to be organized in the growing area of Sandy Springs a suburb of Atlanta. Inasmuch as Greyhound was in the Sandy Springs area and they were not far away, I accepted the obligation with the understanding that the C. & S. Nat'l. Bank was financially interested in and were willing to advise and guide us in our activities and just as important to recommend competent people to manage the banks daily.

Greyhound Lines had always transacted its banking business with the C. & S. so I was familiar with some of its people and had the confidence in their ability and willingness to give us the necessary help that we sought to establish a first class banking service to a rapidly

GREENAWAY FARM
FOLSOM, LOUISIANA 70437

rea of Fulton County that was without any
anking facilities.

With the above in mind I not only became
interested as a stockholder and one of the or-
directors, but I recommended to several of
my friends and business associates that
invest in the new bank — some of them di

Needless to say the bank became an a
immediate success, primarily because of
help, know-how and guidance furnished
the C. & S. bank in Atlanta.

I was transferred from Atlanta to Jeffe
ty. in late 1967 and had to resign my dir
ship but during these early years of the
life and continuing to the present C. & S. Ban
h continuing interest in our activities a
never ceased to be of immeasurable assistan
in the many problems with which we were
fronted.

Very Truly Yours

W. Jones Jemison

E- 602

Directors — Chamblee

E- 603

JOHN B. DANIEL, INC.
1824 NORTHEAST FREEWAY, N. E.
ATLANTA, GEORGIA 30329

ROBERT L. GARGES
PRESIDENT

May 19, 1971

Mr. Daniel Hodgson
Alston, Miller & Gaines, Attorneys
C & S National Bank Building
Atlanta, Georgia

Dear Dan:

From the first time that the idea of forming a bank in Chamblee, Georgia was presented, the Citizens & Southern Bank of Atlanta has been an integral part of this business venture.

The driving force that accomplished the formation of our bank in Chamblee and the resources represented by the talent derived from its various departments, has always been provided by the Citizens & Southern Bank.

I think that everyone concerned was fully aware from the start that the Chamblee Bank would eventually take its place within the corporate framework of the Citizens & Southern.

I wish at this time to strongly endorse the proposed merger of the Citizens & Southern Bank of Chamblee into the Citizens & Southern National Bank.

Cordially,

Robert L. Garges

Robert L. Garges

RLG/es

E-604

EASTMAN KODAK COMPANY
1775 COMMERCE DRIVE N.W.
ATLANTA, GEORGIA 30318

HOME OFFICE
ROCHESTER, NEW YORK 14650

TELEPHONE
AREA CODE 404

May 10, 1971

Mr. Hubert Harris
The Citizens & Southern Bank of Chamblee
5442 Peachtree Industrial Boulevard
Chamblee, Georgia 30341

Dear Mr. Harris:

Since I will not be in the city for the balance of this week and have just returned this morning, I would like to authorize you to sign the petition for the Justice Department, indicating that my reason for purchasing the stock in the original Chamblee National Bank was because of its connection with The Citizens & Southern National Bank. Had it not been for The Citizens & SouthKern National Bank, I would not even have been aware of the original Chamblee National Bank.

Yours very truly,

R. Langdon Common

RLCommon:bbb

E- 605

EASTMAN KODAK COMPANY
1775 COMMERCE DRIVE N.W.
ATLANTA, GEORGIA 30318

HOME OFFICE
ROCHESTER, NEW YORK 14650

TELEPHONE
AREA CODE 404 351

May 19, 1971

Mr. Daniel B. Hodgson
Alston, Miller & Gaines
C & S National Bank Building - 12th Floor
Atlanta, Georgia 30303

Dear Mr. Hodgson:

When I purchased the initial stock in The Chamblee National Bank in Chamblee, Georgia, which is now The Citizens & Southern Bank of Chamblee, I did so after being advised of its availability by Mr. Richard Carpenter, a vice president of The Citizens & Southern National Bank. I was also asked at that time to be a director of the new bank.

Since The Citizens & Southern National Bank sponsored the bank in Chamblee, I assumed that when the banking laws in Georgia were changed, that the Chamblee bank would automatically become a branch of The Citizens & Southern National Bank.

I feel that if the other downtown national banks are permitted to establish branches in the Chamblee - Doraville area, that The Citizens & Southern Bank of Chamblee will be at a very definite disadvantage.

I hope this information will be of help to you.

Yours very truly,

R. Langdon Common

RLCommon:bbb

E-606

BEST COPY AVAILABLE

WILLIAMS REXALL DRUGS, INC.
NORTHWOODS SHOPPING CENTER
3089 BUFORD HIGHWAY
DORAVILLE, GEORGIA 30040

PHONE 457-0224

May 19, 1971

Mr. Dan Hodgson
Attorney
Twelfth Floor, C & S National Bank Bldg.
Atlanta, Georgia

Dear Dan:

I am the largest stockholder in C & S Bank of Chamblee. I purchased the stock with the hope and the thought that the bank would become a part of the C & S System. Now this is possible since the law has been changed to permit it.

I became a director at the inception of C & S Chamblee, and I could see from the beginning the important assistance and directions C & S National gave in our formation and operation. The capable management and employees all came from C & S. Without C & S there would be no C & S Chamblee.

A large percentage of our customers believe we are a branch of C & S. In fact, they always mention this in my contact with them.

We will be at a disadvantage in competing with the large banks in our area. It will be impossible to furnish the scope of service that would be possible as a part of C & S.

It is my desire to be merged into C & S as soon as possible. We must give the best service possible to the customers in this area --- for that is what banking is all about.

Thank you for sharing a few thoughts and opinions.

Sincerely,

H. T. Williams

HTW:bg

E- 607

W. HARRIS MINTER, D. D. S.
CHAMBLEE-DORAVILLE PROFESSIONAL BUILDING
3508 CARROLL AVE.
CHAMBLEE, GA. 30005
PHONE 457-7378

May 7, 1971

Mr. Daniel Hodgson
Alston Miller & Gaines
C & S National Bank Building
Atlanta, Ga.

Dear Dan:

Some eleven years ago found some of us in the Chamblee-Doraville area at the end of a year and a half of work with one of the Atlanta banks in an effort to get a bank in the area. This was all to no avail, as we were refused.

It was at this time that Mr. Lane came to us offering his full cooperation in securing a bank for our area. His having already done an extensive survey put us in a position of proceeding with their help, counsel and guidance. From this time on until the present, this association has been one of a Big Family with everybody in both banks fully aware that our ultimate hope was of our joining forces as a part of C & S instead of just a five percenter.

The progress and growth of Chamblee would not have been reached as easily had we not had the very close and working association of C & S National. This is why it is so difficult for me to understand why it is meeting so much opposition. Why cannot the marriage take place after an engagement of eleven years?

Sincerely,

Harris

E-608

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NEW BRUNSWICK, N. J.

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TO THE MEDICAL PROFESSION SINCE 1858
DIVISION OF OLIN MATHIESON CHEMICAL CORPORATION
SQUIBB BUILDING · 745 FIFTH AVENUE · NEW YORK 22, N.Y.
AT FIFTY-EIGHTH STREET

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DENVER
HOUSTON
KANSAS CITY
LOS ANGELES
MINNEAPOLIS
PHILADELPHIA
ST. LOUIS-SEATTLE
SAN FRANCISCO

2-138

Please address your reply to ~~Atlanta Branch Office~~
820 Spring St., Atlanta 3, Ga.

P.O. Box 80424
Chamblee, Ga - 30?

May 11, 1971

Mr Dan L. Hodgson,
6th Nat. Bank Bldg.
Broad & Marietta Sts.
Atlanta, Ga.

Dear Dan:-

I am writing this letter as one of the orig[inal] organizers of the Chamblee National Bank, as [a] stock holder and a Director of this bank.

In the Fall of 1959 a group of local citizens asked me to contact Mr Mills B. Lane at the Bank with reference to help organize a bank. I did and Mr Lane was agreeable to join hands with the local group for this purpose. A meeting was called at the Peachtree Gift Shop with a large group attending (approx 75) for the purpose of Organizing. Mr Lane spoke to us at length advising us, what the 6th N.B. could do in helping to organize and staffing our bank with personnel to operate it.

Mr Lane lent us Mr George McKinnon - a 6th N.B. Vice President to help us organize the bank. Mr McKinnon worked with us for several mon[ths]

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DIVISION OF OLIN MATHIESON CHEMICAL CORPORATION
SQUIBB BUILDING · 745 FIFTH AVENUE · NEW YORK 22, N.Y.
AT FIFTY-EIGHTH STREET

Please address your reply to Atlanta Branch Office
820 SPRING ST., ATLANTA 3, GA.

ATLANTA
BOSTON-BROOKLINE
CHICAGO-CLEVELAND
DENVER
HOUSTON
KANSAS CITY
LOS ANGELES
MINNEAPOLIS
PHILADELPHIA
ST. LOUIS-SEATTLE
SAN FRANCISCO

135

We organized as a C & S. 5% bank and secured a National bank charter in May 1960 and opened for business on May 15, 1960, with a staff of C & S. work personnel, (with the exception of my wife Mrs Pearl C. Berry) and elected Mr Hubert Harris, a C & S. Vice Pres., as the President of the Franklin National Bank.

We have operated under C & S. policies with C. & S. personnel since we opened our doors for business, and I reasonably believe that 99% of the public thinks that we are a full C & S. Bank now. I firmly believe that the success of our bank has been due to guidance of the C & S. Bank.

The fact that 87% of the stock holders voted at a recent stock holders meeting to merge with the C & S. Banking Organization is further evidence of their desire.

Yours very truly
Frank L. Berry

The "Priceless Ingredient" of every product is the honor and integrity of its maker

JAMISON COMPANY, INC.
PLEASANTDALE RD. AT LAKE DR.
P. O. BOX 395 - DORAVILLE, GEORGIA

E. K. JAMISON
PRESIDENT

May 7, 1971

Mr. Dan Hodgson
Alston, Miller & Gaines
C & S National Bank Building
Atlanta, Georgia 30303

Dear Dan:

With reference to the merger of "our bank", the C & S Bank of Chamblee, into the C & S system, I would like to make several statements representing my personal position in the matter:

1. For both myself and the companies to which I relate, we were both aware of and impressed by the fact that Chamblee National initially and on a continuing basis, drew management personnel and services from the "parent" C & S organization.

2. I am convinced that without the effective operating control which the C & S key personnel and accounting systems furnished our bank, sound growth (if not actual survival), would have been highly problematical.

3. If there had been any reason to believe that we could lose the support and direction of C & S National, or that they would become an active competitor, I never would have become involved as a stockholder or director.

In summary, I see as an alternative to the consolidation or merger of the C & S affiliates, a chaotic and most dangerous situation as the several major banking organizations move to penetrate and proliferate in areas now open to them under revised state law.

Sincerely yours,

EKJ:mb

BEST COPY AVAILABLE

Harry T. Fenn
2508 Carroll Avenue, Chamblee, Georgia 30341

May 6, 1971

Mr. Dan Hodgson
Attorney at Law
10th Floor C+S Bank Bldg
Broad at Marietta
Atlanta Ga 30303

Dear Dan,

In Recall when we formed the Bank at Chamblee and called the original stock it was with the understanding that C+S System would furnish our man and whatever else was required to [illegible] and operate the Bank as a part of the overall C+S System and we all felt that sometime in the future we would operate as a branch of C+S whenever the law was changed to make it possible. Our management and personnel have always been from the C+S system and we have looked to C+S for guidance in both operation and policy. Our personnel belong to the overall C+S retirement and profit

Harry T. Fenn

2508 Carroll Avenue, Chamblee, Georgia 30341

Sharing plans and the success of our bank has been tied to the growth of the C&S system and attendant benefits of their personnel and policies which we have used exclusively over the years. In our dealings we have always cooperated rather than competed and the neighborhood has always considered us the C&S system office for the area.

Sincerely

Harry T. Fenn

E-612-A

Harry T. Fenn
2508 Carroll Avenue, Chamblee, Georgia 30341

Aug 18, 1971

Dear Hodgson

Dear Dan

Some additional thoughts on the proposed merger. I remember when Frank Berl Bill Mosher and I met with Bill Kane to set up the bank at Chamblee. We would never have had a bank within C & S.

The direction and personnel were the whole story in our formation and up to the present. I have always felt that we were a direct part of C & S and have never felt that we would ever be anything else than a direct branch other than law allowed.

Regards
Harry

E-613

The Citizens and Southern Bank of Chamblee

P.O. Box 68, Chamblee, Georgia 30341

April 28, 1971

Mr. Dan Hodgson
Attorney at Law
Alston, Miller and Gaines
C & S Bank Building
Atlanta, Georgia

Dear Dan:

You have asked me to tell you of my experience with C & S National Bank, and also of my work with C & S Bank of Chamblee and the relationship of that bank with the C & S National Bank.

I am sure that you are aware that I have spent my entire business life in the C & S system. I began my work with C & S in 1926. I was first with C & S in Athens, then in the main office in Atlanta, and finally in 1950 I was asked to take over the operation of a branch office of the C & S Bank of Atlanta. This was a bank in which the C & S National Bank had acquired the controlling stock of, a short time earlier.

My duties there required that I work closely with the operating officers of the C & S National Bank and we operated as near like a C & S Bank as it was possible to do so, until the banking laws of Georgia were changed so that this bank could be merged with C & S National and operated as a branch office of that bank.

In early 1960 a group of citizens from Chamblee met with the officers of the C & S National Bank and asked the assistance of C & S in organizing a new bank in Chamblee. That area was growing and they felt the need for a new bank, but they had been denied a charter when they made application earlier.

The C & S National Bank made an extensive study of the area and provided economic information which indicated that a bank was needed in that area and that it would grow.

At that time I was asked by one of the officers of C & S National, to come to Chamblee to help in organizing the bank, securing stockholders, renting space, employing

personnel, and doing all things necessary to start a new bank.

The C & S National Bank helped in selecting our Directors. They assisted in the sale of stock of the bank by making loans available to stockholders who needed to borrow money to buy stock in the Chamblee bank.

I borrowed money from the C & S National Bank to purchase stock in the new bank. I used the help of almost every department in C & S in setting up operation procedures. Many of the beginning personnel were employees of C & S who were sent to help in getting the bank started. Some of the beginning personnel are still with the bank.

As the bank grew we continued to use many of the departments of C & S National, including the credit department, audit department, investment department, business development department, international department, personnel department, printing department and the trust department.

Later we felt the need for a second office for our bank, and again we asked for and received help from C & S in preparing our application and presenting the facts required for the application for this second office.

More recently, we were requested by the superviscry authorities to increase our capital because our deposits had grown faster than our accumulated capital funds. Again, we turned to C & S National for assistance. We used that bank's experience in helping to complete plans for additional capitalization by the issuance of a convertible debenture of $300,000. which was purchased by C & S National Bank, and by the issuance of additional stock amounting to $300,000.00.

C & S helped stockholders to finance the purchase of their additional stock with loans. I also borrowed from C & S to purchase additional stock.

From this information you can see that we have been very closely related to C & S National from the very beginning of our bank, up to and including the present time.

This relationship has been unusually beneficial to C & S Chamblee and has enabled us to grow very fast. I feel that much credit for this growth should be given to C & S National for the assistance and guidance we have received during all of the years of our operations.

Sincerely,

Hubert L. Harris
President

HLH:am

GOREE OIL CO., INC.
P. O. BOX 248
5423 BUFORD HIGHWAY DORAVILLE, GEORGIA 30040

C. P. GOREE, III
PRESIDENT

May 12,1971

Mr.Dan Hodgson
Alston,Miller & Gaines
C.& S.Natl.Bank Bldg.
Atlanta,Georgia 30302

Dear Dan:

About six months before The Chamblee National Bank was organized a local group of which I was a member tried to form a bank in the Doraville-Chamblee area. We thought our presentation to the state banking board was excellent, but we were turned down and told that our area would not support a bank.

After this some of this same group went to Mr.Mills Lane to solicit his help in getting a bank for our area. The C.& S.National Bank helped our group in every way to organize our bank, to secure a charter, and to start our business. We began operation as The Chamblee National Bank with C.& S. personnel and management and had available to us complete C.& S. financial services. There isn't anything the C.& S. did not do to help our bank get going, and has not done to help us operate at a profit.

The C.& S. from the start has owned 5% of our capital stock as per Georgia Law, but her influence over our affairs has been tremendously important to our success. I have believed from the beginning that when the Georgia Banking Laws were changed so as to allow county-wide branching we would become a branch of the C.& S.System.

The Chamblee National Bank (now C.& S.Bank of Chamblee) is located in a great growth area and has been tremendously successful due to sound and agressive management, a very active local board of directors, a large number of local people owning our stock PLUS the C.& S. affiliation. This has been a real boon to us, and without it I do not believe we would have come anywhere near our present status.

Very truly yours,

C.P. Goree,3rd.

CPG

E-617

PURE

PIERCE OIL COMPANY

LENDALE 7-2521 • 3265 PEACHTREE ROAD • CHAMBLEE, GEORGIA

May 7, 1971

r. Daniel B. Hodgson
& S Bank Building
?th. Floor
tlanta, Georgia

e: Proposed Merger, C & S Bank of Chamblee
with Citizen & Southern Emory Bank

ear Dan:

have a few thoughts that I would like to pass on to you regarding the
ove subject.

nce the beginning of our Chamblee Bank the C & S National Bank has been,
at you might say, ... the making of our bank. They provided us with ex-
erienced officers and personnel, as well as some directors. The Chamblee
irectors adopted practically all of the C & S policies from time to time,
hich has proven very wise over the years, as a matter of fact this is
ally a big factor in our bank being successful.

, as directors and stockholders, always felt that one day, when the law
lowed, we would be a part of the C & S system. All of my family and
iends who owns stock in the C & S Bank of Chamblee share these senti-
nts with me.

are hopeful that you as our counselor will convey our thoughts to the
gulator Agencies.

are all looking forward to the approval of the Chamblee - - C & S merger;
we are not permitted to do so we feel that our bank will be placed in
unfair and possibly a noncompetitive position.

th best regards.

Your very truly,

Morris B. Pierce,
Director, C & S Bank of Chamblee

E- 618

Fire up with Firebird

BEST COPY AVAILABLE

May 15, 1911

2 145

Mr. Daniel B. Hodgson - Atty.
Citizens + Southern Bank of Chamblee
Atlanta, Georgia.

Dear Mr. Hodgson:

I am writing as a stockholder
a Director and one of the Organizers
of Chamblee National Bank.
I was instrumental in selling a large
number of people stock in the bank
at the time we organized.
When ever I took prospective men
that we wanted for a customer
of The Citizen and Southern, also that
they would own five per cent of our
stock and would also stuff the
wives people with how the banking
operations — they were well
impressed and desired to buy
stock - The original stock was
over subscribed - **E- 619**

When our bank was organized
I was an officer in the bank
and my duties were principally
interviewing and opening new accts.
It was very evident that our
customers were pleased when told
that we were an affiliate of
C. & S. with all C. & S. service.

In my opinion the remarkable
success of our bank is partly
due to the association with
the Citizen & Southern National Bk.

Yours truly
Boone C. Berry

5441 BUFORD HIGHWAY

"Quality Furniture at Lowest Cost"

Doraville, Georgia

May 24, 1971.

2 151

Mr. Daniel R. Hodgson, Attorney
C & S National Bank Bldg.
Atlanta, Georgia

Dear Dan:

In regard to the proposed merger of the C&S Bank of Chamblee and the C & S National Bank Of Atlanta: I feel that if the Justice Department and the FDIC knew how closely our two banks have operated over the past 11 years they would have little doubt of the propriety of our merger.

To reminesce a bit, I recall our meeting one snowy evening in early 1960 at the Peachtree Golf Club when Mr. Mills Lane graphically drew in word pictures the need, in our community, for a strong bank offering thru our relation with the C&S National the same safety and service offered by the several large banks in Atlanta.

Before opening the Chamblee National Bank the proposed elected directors met with and were interviewed privately by the representatives of the controlling banking authorities in Washington. These interviews took place in the main officies of the C&S National Bank in Atlanta.

After our bank opened for business Mr. Lane arranged joint meetings of our directors with the directors of the C&S National so as to familiarize our group with the responsibilities of bank directors and the opportunities each of us had to serve the people of our community and our banking institution.

On the day of our opening, C&S National depositied $100,000 dollars in our bank where it remained without drawing interest for, I believe, about 2 years.

C&S National after staffing our bank with some of their best people, loaned us, on several occasions, temporary clerical help and field men to "Blitz" our community with phone calls and house to house interviews to tell our prospective customers about Chamblee National Bank.

We have, for years, had C&S banking specialists meet with our directors at their regular meetings to advise and to maintain liaison between our two banks.

E- 621

BEST COPY AVAILABLE

JOHNSTON'S HOME FURNISHINGS
5441 BUFORD HIGHWAY
Doraville, Georgia

"Quality Furniture at Lowest Cost"

2 152

C&S National investment department has advised us regularly on purchase and sale of bonds and other legal banking investments. Their helicoptor provides pickup and delivery for our checks and currency.

We have at our bank the same retirement and profit-sharing benefits for our officers and other employees as the C&S National has for theirs.

From our beginning, I believed and I think the other directors and practically all of the stockholders of our bank fully expected to become a "full partner" with C&S National when our state laws permitted us to do so. I think this new state banking law for several obvious reasons, would tend to weaken our bank, when thrown in competition with branches of the several large Atlanta banks in our immediate neighborhood as will be the case in the near future.

I sincerely hope that the governing bank authorities, before making a final ruling on our proposed merger will visit with and interview our directors and other stockholders. I believe this will give them new facts and more light in making their determination.

Very truly yours,

C. A. Johnston

C. A. Johnston, Director, C&S Bank Of Chamblee

E- 622

Directors — Tucker

E- 623

C&S

The Citizens and Southern Bank of Tucker

2 154

Post Office Box 105, Tucker, Georgia 30084, Telephone 404 934 2100

May 14, 1971

Daniel B. Hodgson, Attorney
Alston, Miller & Gaines
12th Floor
C&S Bank Building
Atlanta, Georgia

Dear Dan:

As you know, we have two major groups that own approximately 70% of our stock. The Cofer family with 17% and other C&S Bank officers, employees and wives with approximately 55%. In discussing with the larger individual stockholders, everyone had felt that if the branch banking laws were changed, we would be allowed to merge with C&S National or its affiliate. This feeling was strengthen by the fact the various regulatory authorities approving the large number of branches to be established by the Atlanta banks in our trade area. Northlake is now a prime example of an area being "over-banked". We have a major investment in our branch there with 6,000 square feet of floor space. Our four competitors are coming in with smaller buildings which will be much more economical to operate than ours and there is just so much business to go around.

On the subject of business we have received through our C&S National relationship - here is a breakdown:

From C&S Charge Account Service -

1. Fountain Drugs
2. Stone Mountain Ford

Listed below are accounts we were able to obtain through referrals from C&S National:

1. Allis Chalmers Material Handling	75,000
2. Corrosion Specialties	4,000
3. Hi Lo Oil Company	76,800
4. American Chain & Cable	4,000
5. Sears Roebuck Northlake	200,000
6. John J. Harte Associates	23,000
7. Morris-Wammock Company	10,000
8. Dunwoody Properties	20,000
9. Fibre Metal Southeast	15,000
10. L.C. Morris Company	55,000
11. The Quaker Oats Company	33,000
12. Litton Industries Credit Union	150,000

Also listed are accounts we obtained or assisted the National bank in acquiring.

1. Vantress Farms	100,000
2. Gulf Oil Company	2,000,000
3. International Laboratories	25,000
4. I.T.E. Imperial Corporation	100,000

In addition, we receive payrolls prepared by C&S National for delivery to the following companies:

1. Container Corporation
2. Road Machinery
3. Stone Mountain Park Association
4. Food Packaging Corporation
5. Technicarbon Corporation
6. Tucker Tool & Die
7. Raybestos-Manhattan

Also we receive large deposits from the companies listed below for transfer to C&S National or affiliates.

1. Atlanta Newspapers
2. Brown Transfer
3. Craft Shack
4. Gulf Oil Corporation

One of the reasons, this bank has been able to grow as we have, is due to the strong support we receive from C&S National in purchasing participations from us in our lines which exceed our legal limit. It's assistance far exceeds what you could expect in a normal correspondent relationship.

The following Directors were C&S customers that were asked by the C&S National Bank to be Directors of our bank when the C&S Holding Company purchased it's 5% interest.

1. Jack Fortenberry, President, F.E. Fortenberry, Inc.
2. Glen P. Robinson, Jr., President, Scientific-Atlanta, Inc.
3. Julian J. Attaway, President, Attaway & Howell, Inc.
4. L. Neil Williams, Jr., Attorney, Alston, Miller & Gaines.

Sincerely,

Gus L. Connelly
President

GLC/st

E- 625

BEST COPY AVAILABLE

SCIENTIFIC-ATLANTA, INC.
P. O. BOX 13654
3845 PLEASANTDALE ROAD-AT NE EXPRESSWAY
ATLANTA, GEORGIA 30324

GLEN P. ROBINSON, JR.
PRESIDENT

2 156

May 12, 1971

Mr. Daniel B. Hodgson
12th Floor
C & S Bank Building
Atlanta, Georgia 30303

Dear Dan:

I am very disappointed that the merger of the C & S Bank of Tucker has run into some snags.

Scientific-Atlanta began banking with the C & S National Bank in 1954 when we were located on Piedmont Road within the Atlanta city limits. When we moved to our present location near Tucker, Georgia, we still had to maintain our banking connections with the C & S Tenth Street Office since no bank convenient to us in DeKalb County could meet our service and loan needs.

When I was approached by representatives of the C & S Bank to become a Director and invest in the Bank of Tucker, I did so with the hope and understanding that this small bank would some day become a branch of the C & S when the State banking laws permitted. Even though the bank was able to significantly increase its services through its affiliations with the C & S, our needs could still not be met because of its limited size. Scientific-Atlanta would benefit by being able to bank in Tucker and would do so if the C & S Bank of Tucker were a branch of C & S Emory or a larger bank.

From a personal standpoint, my agreement to invest in the C & S Bank of Tucker was to a large extent based on the knowledge that the majority of the investors desired to merge the bank into one with a publicly traded stock. The value of my investment would be reduced considerably if a merger is not allowed.

2 157

As a citizen concerned about urban problems, I believe that open branch banking will do much toward attracting industry and population to suburban and rural areas, thereby reducing the congestion of urban centers. I wonder if a study would not show that the most prosperous small towns and cities are those that have branches of national banks?

Please let me know if I can help you in any other way.

Cordially,

Glen Robinson

Glen P. Robinson, Jr.
President

GPR/gg

REID-PROVIDENT LABORATORIES INC.
25 FIFTH STREET, N. W.
ATLANTA, GEORGIA 30308

FERRELL S. RYAN
PRESIDENT

May 6, 1971

Mr. Daniel B. Hodgson
Attorney
Alston, Miller & Gaines
12th Floor
C & S National Bank Building
Atlanta, Georgia 30303

Dear Mr. Hodgson:

I am writing this letter as both a shareholder and a director of the Citizens and Southern Bank of Tucker and would like to express some of my views pertaining to the possible merger of our bank with the Citizens and Southern Bank of Emory.

I became a shareholder in the Citizens and Southern Bank of Tucker because I knew this bank had an affiliation with the Citizens and Southern National Bank and the potential and possibilities of such a bank were exceedingly bright due to the many aids and support that could be supplied by a bank such as the Citizens and Southern National. Advantages include manpower, competent management, financial stability, excellent controls, proven good techniques and many others. I felt that a bank with the aid and assistance from a National bank could prove to be a real boost to a community such as Tucker and would be in the best interest of the banking needs of that community. I felt that if banking laws should ever change allowing county wide banking, certainly this bank would without a doubt be merged into the Citizens and Southern National Bank.

I recently had an experience through my business developing an international subsidiary which I could never have done without the connections and assistance afforded me through the International Division of the Citizens and Southern National Bank.

I would probably have found it necessary to change from the C & S Bank of Tucker to one of the major banks of Atlanta to fulfill these corporate needs. While this is an individual situation, I think it reflects the needs of a bank such as the Citizens and Southern Bank of Tucker to have a very strong affiliation with a national bank such as the Citizens and Southern National.

I will consider it a tremendous disadvantage to our bank in Tucker if this merger is disallowed. Thank you for permitting me to express my views on this matter and I believe this is the attitude of every shareholder of the Citizens and Southern Bank of Tucker.

Very truly yours,

Ferrell S. Ryan

FSR/pl

cc: Mr. Gus Connely, President
Citizens & Southern Bank of Tucker

Insurance

THORNTON AND COMPANY, INC.

2331 FOURTH STREET
TUCKER, GEORGIA 30084

TELEPHONE: 938-3600

May 5, 1971

Mr. Daniel B. Hodgson, Attorney
12th Floor, C & S National Bank Bldg.
Atlanta, Georgia 30303

Dear Dan:

I would like to extend to you my gratitude for the personal interest you have taken in trying to put together the merger of the C & S National Bank and the Bank of Tucker.

When I heard of the delay in this merger, I was very disappointed as I personally had been waiting six years for the C & S Bank to be able to acquire the stock of the Bank of Tucker. In 1965 when I was asked by Bennett Brown of the C & S Bank and by Reid Cofer of the Bank of Tucker if I would be interested in becoming a part of the reorganized Bank of Tucker which was to be staffed by C & S personnel, I jumped at the opportunity. I could see that with the banking experience of the C & S Bank that this would be a wonderful opportunity for the community which I was vitally interested in as well as a wonderful business opportunity for me to be part of such an organization.

As you know, in 1965 our assets were in the neighborhood of $4,000,000 which had taken some 25 years to accumulate, and now have grown in the short period of six years to around $27,000,000. I believe you will agree that this is a fantastic growth, and there is no doubt that without the supervision and cooperation of the C & S Bank that this growth would not have been anywhere near as spectacular. The advantages that the bank has offered to the community in the last six years is unestimable.

In addition to the above, the financial increase to the stockholders in the last six years has paralleled the growth of the bank. I personally invested quite heavily in the bank stock because I expected the merger of the two banks to take place when and if the state law allowed it, and I knew this would be financially profitable to the stockholders.

Insurance

THORNTON AND COMPANY, INC.

2331 FOURTH STREET
TUCKER, GEORGIA 30084

TELEPHONE: 938-3601

Speaking as a Director for the C & S Bank of Tucker and my many stockholder friends, I can assure you that we have no desire to be in competition with the C & S National Bank, but our desire is to carry through our initial plans and become a member of the C & S family.

If there is any way that I personally can be of service to you in this direction, do not hesitate to call upon me.

Yours truly,

Bill

William C. Thornton, Jr.

WCT,Jr:ab

The Citizens and Southern Bank of Tucker

Post Office Box 105, Tucker, Georgia 30084, Telephone 404 938-2700

April 30, 1971

Mr. Dan Hodgson
Alston, Miller & Gaines
Suite 12
The C&S National Bank Bldg.
Atlanta, Georgia 30302

Dear Dan:

C&S National is able to exercise control over this bank primarily through their control over me, which is based on my respect for C&S management and method of doing business. Also, when I came out here it was understood the bank would some day merge.

I look to a C&S National Officer to recommend my salary increases and review the bank's progress with me.

As you know, there is no competition as such between us and the other C&S Banks as the National Bank has solicited customers for us, and we have done the same for them.

Sincerely,

Gus L. Connelly
President

GLC:jak

ATTAWAY AND HOWELL, INC.
ARCHITECTURAL CONSTRUCTION PRODUCTS — SALES ENGINEERS

1990 TUCKER INDUSTRIAL ROAD
TUCKER, GEORGIA 30084
TELEPHONE (404) 938-7830

MAY 18, 1971

MR. DANIEL B. HODGSON
C & S BANK BUILDING
12TH FLOOR
ATLANTA, GA 30303

DEAR MR. HODGSON:

BEFORE I WAS ASKED TO BE A DIRECTOR OF THE BANK OF TUCKER, ATTAWAY AND HOWELL WAS DOING BUSINESS WITH C & S NATIONAL. GUS CONNELLY WAS OUR CONTACT AND HANDLED OUR LOANS AND ACCOUNT.

MY PARTNER AND I SET UP A COMPANY TO BUILD AND LEASE BUILDINGS, AND WE BORROWED THIS MONEY FROM C & S WITH GUS HANDLING ALL DETAILS. SEVERAL MONTHS AFTER WE MOVED TO TUCKER IN OUR NEW BUILDING, GUS WALKED IN ONE DAY AND ASKED FOR EITHER MY PARTNER OR MYSELF TO BE A DIRECTOR OF THE BANK OF TUCKER AND THAT HE WOULD BE THE NEW PRESIDENT. HE INDICATED THAT C & S NATIONAL WOULD OWN 5% AND "FRIENDS OF C & S" WOULD OWN THE REMAINDER. WE LATER LEARNED THAT MOST ALL THE EMPLOYEES WOULD MOVE FROM OR BE TRAINED BY C & S NATIONAL. WE WERE TOLD THAT WHEN THE GEORGIA BANKING LAWS COULD BE REVISED TO ALLOW "BRANCH BANKING" MORE EXTENSIVELY, WE WOULD BE BOUGHT OUT BY C & S NATIONAL. THEREFORE, FROM THE VERY BEGINNING OF OUR ASSOCIATION WITH THE BANK OF TUCKER, WE ALWAYS FELT WE WERE WORKING TOWARD BEING PART OF C & S NATIONAL.

ANOTHER FACTOR WHICH INDICATES OUR DESIRE AND ASSUMPTION THAT WE WERE PART OF C & S NATIONAL IS THAT WE CHANGED OUR NAME TO C & S BANK OF TUCKER. WE BUILT A TWO STORY BUILDING IN THE HEART OF TUCKER, AND WITH THE HELP OF C & S NATIONAL, WE WERE ABLE TO MAKE AN IMAGE IN THE TUCKER COMMUNITY THAT IT WAS A PART OF C & S NATIONAL.

WHEN I PROMOTE C & S BANK OF TUCKER, I STRONGLY INDICATE THAT IT IS A PART OF C & S NATIONAL AND ALL THE SERVICES AVAILABLE THROUGH NATIONAL C & S IS AVAILABLE THROUGH C & S TUCKER. IF WE WERE NOT BOUGHT OUT BY C & S EMORY THEN I AM SURE WE WOULD EVENTUALLY HAVE TO CHANGE OUR NAME, AND I AM SURE OUR PRESTIGE IN THE COMMUNITY WOULD SUFFER.

IF WE WERE NOT BOUGHT OUT, THERE ARE A FEW OTHER ITEMS OF IMPORTANCE THAT I WOULD LIKE TO MENTION AS FOLLOWS.

1. I AM SURE WE WOULD LOSE MANY EMPLOYEES AS MANY ARE LOYAL TO C & S NATIONAL. WITH C & S MOVING BRANCH BANKS AROUND US, THESE EMPLOYEES COULD EASILY MOVE WITH LITTLE EFFORT AND NOT MUCH CHANGE IN TRAVELING DISTANCE.

2. MANY OF OUR EMPLOYEES ARE TRAINED BY C & S NATIONAL. WE WOULD NOT HAVE THIS SOURCE OF SUPPLY OF TRAINED PERSONNEL WHICH IS A MAJOR PROBLEM IN THE BUSINESS WORLD.

3. THE GREATER MAJORITY OF THE STOCKHOLDERS ARE C & S EMPLOYEES AND I AM SURE MANY WOULD IMMEDIATELY DESIRE TO SELL C & S TUCKER STOCK. THIS WOULD TEND TO DRIVE DOWN THE MARKET VALUE OF THE STOCK. THIS WOULD BE A VERY DISCOURAGING THING TO MANY PRESENT STOCKHOLDERS SINCE ALL HAVE BEEN POINTING TO THE DAY OF A MERGER AS THE CONVERTED SHARES WOULD THEN HAVE A GREATER POTENTIAL.

4. THE FUTURE POTENTIAL OF C & S TUCKER'S STOCK (OR WHATEVER NAME IT WOULD BE CHANGED TO) WOULD BE MUCH LESS, AND I AM SURE THAT THE MARKET PRICE WOULD SUFFER SINCE THE NUMBER OF POTENTIAL STOCK PURCHASES WOULD BE CUT CONSIDERABLY.

5. THERE IS NO WAY FOR AN INDEPENDENT BANK TO COMPETE WITH THE MAJOR NATIONAL BANKS THAT WILL BE SOON SURROUNDING OUR BANK. WE ARE VERY MUCH CONCERNED ABOUT FUTURE GROWTH AND POSSIBLY A LOSS IN TOTAL ASSETS AND PROFIT.

IF I CAN BE OF ANY FURTHER HELP, PLEASE CONTACT ME AT YOUR CONVENIENCE.

YOURS VERY TRULY,

J. J. Attaway

JG

J. J. ATTAWAY

E-634

F. E. FORTENBERRY AND SONS, INCORPORATED
3860 MARKET STREET, CLARKSTON, GEORGIA 30021
AREA CODE 404 — 443-8424

May 20, 1971

BEST COPY AVAILABLE

Daniel B. Hodgson
12th Floor
C & S Bank Building
Atlanta, Georgia 30303

Dear Sir:

I was appalled to hear of a tenative ruling disallowing the legal marriage of the C & S Tucker Bank and the C & S Bank because of an idea that it would void competition. I was not conscious that a real economic competitive situation existed among the C & S bankers. I felt we were working together for the purpose of giving to the communities a well balanced banking service; a service that could only be provided by such an arrangement. I must say that from the inception of the idea of the Tucker Bank using the C & S Bank management, my every consideration was predicated upon the Tucker Bank being guided by C & S Bank personnel.

During the period of consideration of a change, one person from the Tucker Bank family ask me what I thought of an arrangement such as this. I made the statement at that time and still believe such to be correct, that if they wished to serve the community, "of which my company was considered one of, but was unable to do business with them because of management, a lack of total services, and allowable amounts of funds to serve my company" - they would need such an arrangement. My company was doing business with C & S Atlanta and C & S Avondale at that time, and still does except my company now does business with the C & S Tucker Bank and certainly feel they all work as a unit.

Later when the decision was reached to follow through with the management arrangement, Mr. Reid Cofer brought Mr. Bennett Brown of C & S to my office to explain and state they would sell stock in the Tucker Bank; also, to ask me if I would serve as a Director. I stated at that time that I would serve and I would buy stock, also I would promote the sale of stock among friends, provided that C & S Bank would provide the management personnel to operate the Tucker Bank; and that we would promote a legal marriage between the two banks at such time as our State Governing bodies reconized the need for strength in community banks and would legally permit such to be done. I did buy stock and did advise some 25 people to join with us in carrying this opportunity to the community through a wide participation of the people, at that time the above arrangement was a major consideration.

I still believe as I had said at that time, a full service bank would be economically profitable and good for the community. I believe time has proven me correct.

I believe at this time the community, the bank, and everyone involved is being better served by the joint efforts of all units of the C & S family. I know my company finds no pressures from either unit of the C & S family indicating an economic competive situation between the banks.

I sincerely hope you will make every effort to carry through with our hopes in joining these two banks that we may continue to provide the total service in the future to this community.

With respect,

W. J. Fortenberry
President

WJF:bb

STARK & STARK
STARK BUILDING
POST OFFICE BOX 8
LAWRENCEVILLE, GA. 30245

HOPE D. STARK
HOMER M. STARK

TELEPHONE
963-3071

May 25, 1971

Mr. Daniel B. Hodgson
12th Floor
C & S Bank Building
Atlanta, Georgia 30303

Dear Mr. Hodgson:

I was one of the directors of the Bank of Tucker at the time the decision was made by the stockholders of the Bank to reduce the number of shares held by the major stockholders and allow the C & S National Bank to aid in the management of the Bank.

The decision to bring the C & S National Bank into the picture was made for two reasons. First, in order for the Bank of Tucker to be able to serve the needs of the community, it was necessary to expand the services offered, build a new main bank building and a branch; however, there was no one in the picture at that time capable of operating an enlarged facility except Reid Cofer, who was advancing in years and due to his health and other demands that were being made on his time, could not adequately take on the additional burden of expansion and construction necessary for the Bank to continue to grow in a more competitive atmosphere.

The second reason for bringing the C & S National Bank into the picture was due to the fact that the Bank of Tucker had maintained a very close relationship with the C & S National Bank over the years. It was felt by the directors of the Bank of Tucker that the C & S National Bank was the most progressive banking institution in the Atlanta metropolitan area and could best serve the banking needs of the Tucker community.

The Cofer family established and developed over the years, through their operation of various business enterprises in Tucker, a very close and personal relationship with the people in the community; and the primary reason the Cofer family acquired the majority of the stock in the Bank of Tucker originally was so that there would be a Bank in the Tucker community which would encourage and facilitate commercial growth in the area. They were very much concerned about

the main bank remaining in the Tucker business area to serve those people which the Bank of Tucker had served for many years.

Reid Cofer had been a friend of Mills Lane for a number of years and when the offer was made to allow the C & S National Bank to assume the management of the Bank of Tucker, he was assured that the primary bank building of the Bank would remain in the Tucker community.

The C & S Bank of Tucker has continued to serve those customers who were the customers of the Bank of Tucker and has greatly enlarged the type of services offered. At the time the C & S National Bank took over the management of the Bank of Tucker, there was no formal understanding, but I personally felt, based on my conversations with the officers of the C & S Bank, that at some time, if possible, a merger of the C & S Bank of Tucker with other banks managed by the C & S National Bank would be desirable.

This certainly seemed a logical approach to me since central management of the DeKalb banks would eliminate a lot of the extra cost of record keeping and other administrative expenses associated with operating separate and independent banking facilities.

The C & S National Bank, through its guidance and furnishing of competent personnel, has increased the size of the Bank from approximately 4½ million total assets to approximately 28 million total assets in just a few years; and as long as there was no county-wide branch banking, I feel that the C & S Bank of Tucker could have continued to grow, but once branch banking was allowed, this meant that the C & S Bank of Tucker as an independent bank will be required to compete in a much more competitive banking situation with branches of the major Atlanta banks.

Now is the appropriate time for the C & S Bank of Tucker to merge with other banks managed by the C & S National Bank, and my primary concern as a director is that the shareholders of the Bank are adequately compensated for their stock in the C & S Bank of Tucker and that the customers of the bank will continue to have their banking needs met. Since a fair price was offered and an agreement reached to exchange C & S Bank of Tucker Stock for C & S National Bank stock, it is my personal opinion that the merger should take place immediately.

It is, therefore, my opinion that the regulatory authorities should reconsider their position and allow the merger to take place as planned.

Yours very truly,

STARK & STARK

By: Homer M. Stark

HMS/jc

Directors — North Fulton

E- 640

JOHN A. WAYT JR.
ROCK MILL FARM
ALPHARETTA, GEORGIA 30201

May 7, 1971

Mr. Daniel B. Hodgson
Attorney at Law
Twelfth Floor
C & S National Bank Bldg.
Atlanta, Georgia 30303

Dear Mr. Hodgson,

Re: Merging C & S North Fulton with parent C & S per meeting held May 3rd at home of Dr. Irvin, Roswell.

I certainly enjoyed meeting with you and other C & S officials to learn more about how "big brother" looks after us.

To try to aid you and shed new light on the proof of long standing and positive relationship between the C & S and local North Fulton Bank, I submit the following:

a) The local uniformed man on the street has always considered North Fulton a branch of the C & S system. If you told him other wise he ~~would think~~ you were fabricating a story.

b) Examination of stock holders list reveals a very sophisticated group of Atlanta business men bought stock in North Fulton. These stock holders were not risking funds in some non descript country bank. They were aware of the magic C & S tie and a stock swap when the Georgia banking laws changed.

Also a large amount of the stock was purchased by trust accounts and by guardians for minors. These buyers were not speculators; their aim was a growth situation supported and guided by C & S National.

As in the case of any new stock issue, investors look for growth and no risk on the down side. The C & S involvement alone made this a good investment.

c) Of interest is the fact that the only president of North Fulton is Hugh Lane. It is not likely that you would find that name very far away from the C & S.

d) I'm sure you are also aware that the C & S Holding Co. owns the land and building which houses the North Fulton Bank

I hope these suggestions might spark a new approach for you. In short these banks are as insouble as Russia and Communism.

Yours very truly,

John Wayt

John Wayt, Jr.
Director, C & S North Fulton

JAW:aa

Archie Lindsey Realty, Inc.
1166 ALPHARETTA HIGHWAY
Roswell, Georgia

May 11, 1971

Mr. Daniel B. Hodgson
Alston, Miller & Gaines
Twelfth Floor
C & S National Bank Building
Atlanta, Georgia 30303

Dear Mr. Hodgson:

Several independent groups at various times have approched me and others in North Fulton in regards to starting a new bank. I along with others declined these offers feeling that an independent bank without the help of a larger bank would not be successful.

When C & S offered to assist in organizing and managing our present proposed bank I felt confident we could succeed and that sone day we would become a full branch of C & S.

C & S did provide organizational help, selected and recommended directors, provided management and personel.

There has never been any doubt by me that as soon as legally possible we would be a full branch of the Citizens & Southern Bank.

Sincerely,

Archie Lindsey

AL/ms

E- 643

118 Spring Drive
Roswell, Georgia
May 10, 1971

Mr. Daniel B. Hodgson
Alston, Miller & Gaines
Twelfth Floor
C & S National Bank Building
Atlanta, Georgia 30303

Dear Mr. Hodgson:

Recalling the thoughts and events that led to the creation of the C & S Bank of North Fulton, and my part and association with it, I remember that there had been numerous opinions and discussions by various members of the community concerning the feasibility and need for another competing bank in Roswell. Several attempts to do this had been made, but all had failed to get off the ground. I had been approached several times to participate, but had declined to do so because of what I considered lack of adequate support. However, when Mr. Archie Lindsey called and asked if I would be interested in helping establish a C & S Bank in Roswell, I immediately expressed interest - having done business with C & S National and having had good relations with them and admired their business ability and stability.

We met at C & S of Sandy Springs and it was explained in detail that due to the then present state banking regulations North Fulton could not at that time be a full-fledged C & S affiliate, but would operate in the same way as C & S of Sandy Springs in which I owned stock and was pleased with the support and guidance C & S National had given it. Assurances were given that C & S National would furnish trained personnel, guidance, forms and all other materials and services necessary for complete banking to comply with state and federal regulations. Of course, keeping in mind that we, as directors, had the prerogative and duty to our stockholders to accept or reject since we were in reality a separate unit within the system.

Checking with a friend who had just recently helped found an independent bank, I received the advice to "go the route with C & S", since they had realized how much easier and more logical it would have been for them had they the opportunity.

Selling stock was unbelievably easy when the name C & S was mentioned. I carefully explained to all that, under the state banking regulations, this could not at present be more than a 5% bank, but that, come the hoped and planned for change in the law, we someday fully expected to unite with C & S National. This was completely understood and approved of before stock was sold in each case The stock issue was oversold in a very short time. I bought the limit allowed and wished for more. Friends and relatives I contacted said, "A C & S ! Sure. How much can I have?" Most desired more than they received.

As a director of the C & S of North Fulton, I have always relied on the guidance - subject to my judgment - of C & S National and approved of the expected merger from inception. We have so completely merged our functions and procedures that I can visualize no other fact. My loyalties belong to the stockholders of C & S of North Fulton, and I believe that becoming a full-fledged member of the C & S system is most advantageous for all concerned. Should the merger, by Federal action, not be consumated I feel that C & S of North Fulton can survive and progress, despite dislocations that would inevitably ensue. It is my desire as a major stockholder that the merger be accomplished.

Yours very truly,

W. Andrew Irvin

BEST COPY AVAILABLE

Directors — Park National

E- 646

LLOYD C. SMITH, JR.

May 13, 1971

Mr. Daniel B. Hodgson, Attorney-at-Law
Alston, Miller & Gaines
12th Floor - C & S National Bank Bldg.
Atlanta, Georgia 30302

Dear Dan:

In connection with the proposed merger of the Citizens & Southern Park National Bank into the Citizens & Southern National Bank, as a director of C & S Park since its founding I was fully aware of the sponsorship from the very beginning by C & S National. As a matter of fact, it was through the banking relationship of C & S National with the company of which I was then an executive, that I came to be invited to serve on the Board of Directors of C & S Park. Moreover, it is doubtful that the company would at that time have permitted me to transfer its account from C & S National to C & S Park had it not been for the assurance I gave them that C & S Park was being founded under the aegis of C & S National and that the management personnel of the new bank would come from C & S National.

There was thus, from the very outset, no question in my mind but that when it became legally possible to do so, C & S Park would be merged into C & S National.

Sincerely,

LCS:af

The National Cash Register Company
5 Executive Park Drive, N. E.
Atlanta, Georgia 30329

May 5, 1971

Mr. Daniel B. Hodgson
Austin, Miller & Gaines
C & S National Bank Building
Atlanta, Georgia

Dear Dan:

It was very disconcerting to learn yesterday that the F.D.I.C. is opposing the merger of C & S Park National Bank with the Citizens & Southern Bank. Frankly, after this was approved by our Board Members and Stockholders, I did not anticipate any difficulty with a Federal agency.

I am sure you are aware that the Citizens and Southern Bank literally sponsored us during the formation of the Bank, furnished us with guidance as well as personnel to staff the bank. I have always felt that we were a part of the C & S family even though legally we have been a separate entity.

I was aware at the time our Bank was formed that the Georgia State law prohibited us from being legally a part of Citizens and Southern. However, I would never have consented to be a director nor purchased stock in C & S Park National if I had not felt that this Georgia law would be amended or repealed as it has, in fact, been.

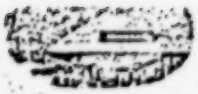
I will appreciate your doing everything possible to affect this consolidation at the earliest possible moment.

Very truly yours,

C. O. Miller
Branch Manager

COM:yst

E- 648



Employers Insurance of Wausau

5597 NORTHEAST FREEWAY • ATLANTA, GEORGIA 30319 • PHONE 939-1651

GERALD M. POWELL
REGIONAL VICE-PRESIDENT

May 10, 1971

Mr. Dan Hodgson, Attorney
Alston, Miller and Gaines
Citizens and Southern National
Bank Building
Atlanta, Georgia

Dear Dan:

When I was asked to become a Director of the Citizens and Southern Park National Bank, I knew full well of its origin within the Citizens and Southern National System and that without it the Citizens and Southern National Bank could not effectively extend its services to the Executive Park area of DeKalb County. With a direct branch system steps taken to set up a separate bank was the only way available at the time. The idea, the encouragement, the name, some of the services, the assistance and follow up came from the Citizens and Southern National Bank and its employees, including referrals of business and personal accounts.

If we had started our bank without the Citizens and Southern name, our success would have been less and far slower, even though Citizens and Southern Park National employees have all done an outstanding job. I feel with consolidation with the Citizens and Southern system that we will better serve the customers through greater strength, stability, flexibility and with a greater chance of handling directly our customers' and prospects' needs in all aspects of banking.

My fellow Directors and I have neither talked about nor considered operating our bank without the Citizens and Southern name or Citizens and Southern influence.

E- 649

Operating our little bank without the close relationship with the Citizens and Southern National Bank is the farthest thing from my mind.

Sincerely,

Gerald M. Powell

Gerald M. Powell
Regional Vice-President

GMP/cl

April 29, 1971

COPY

Mr. Dan Hodgson, Attorney
Alston, Miller and Gaines
1220 C&S Bank Building
Atlanta, Georgia 30303

Dear Dan:

In July I'll celebrate my 20th Anniversary with C&S. Although I have been President and Director of "five percenter" C&S Park National Bank since July 1967, I feel that mine has been uninterrupted employment with C&S National because of my personal C&S orientation and moulding and because of C&S's sponsorship and direct ownership of part of C&S Park National, as well as the intimate working relationship between the banks.

When I was asked to seek a national bank charter for Park National, I understood that we would have the complete backing and support of C&S National which we got. When the original stock was sold, it was C&S officers, employees, customers, and friends who bought it 100%. (This has remained substantially the same.) Our Board was chosen from the more important customers of C&S National. Since we opened, we have had two important and most helpful C&S officers as official advisors to our Board. We negotiate contract after contract with C&S National to do for us those things that could be best done by them - and since our inception have been staffed by C&S-trained people. Many of their services are extensions and additions to our own which makes us truly a small but full service bank. Our policies and procedures are identical.

While our C&S Park National Board and I as President and Director recognize our legal entity and responsibility, we have always looked to Mills Lane as the father of the family and to C&S National as our mother-bank. There has never been any conflict in our respective goals and interests.

In fact, the only difference between our banks is simply a legal one - and our Board, stockholders, and I have been unanimous in expressing our desire to adjust this difference.

E-651

Sincerely,

T. Robert Hazelrig

TRH:ls

President

JOHN SMITH CO.
ESTABLISHED 1869
HEADQUARTERS FOR CHEVROLET CARS AND TRUCKS
930-940 WEST PEACHTREE ST., N. W. ATLANTA, GA. 30308. TELEPHONE 873-7311

< 182

May 7, 1971

Mr. Dan Hodgson
Alston, Miller & Gaines
1220 C & S National Bank Building
Atlanta, Georgia 30302

Dear Dan:

As a Director of the C & S Park National Bank, I am quite disappointed that our planned merger with the C & S Emory Bank has not been consumated. It seems to me we should continue our efforts in this direction.

I recall that from our inception I have always considered ourselves an extension of the C & S National Bank. At the time we made application for charter, the C & S National Bank provided both research and legal help. They provided the manpower to open the bank and are now under contract to provide many basic services. We should not kid ourselves, our bank was opened because the State banking laws, at that time, prohibited the C & S National Bank from putting a branch where we are now located. From our growth it is apparent that the C & S National Bank was correct in its analysis of the banking needs of the community and filled that need with a 5% bank, the only form allowed under the State banking laws.

With my father, a member of the C & S National Bank Board of Directors, I naturally have close ties with the C & S National Bank and intend to retain them. I was never under the impression that our bank would go its merry way alone. I expected to be merged into the C & S National Bank and still hope this can be accomplished.

Very truly yours,

John E. Smith, II

E- 652

OUR 101st YEAR

BEST COPY AVAILABLE

ALEXANDER W. SMITH
1888-1954
L. T. COHEN
HERBERT A. RINGEL
ALEXANDER W. SMITH
BEN KOHLER, JR.
ARTHUR A. L. MARTIN
SAM F. LOWE, JR.
DE JONGH FRANKLIN
JOHN W. CHAMBERS
ROBERT W. SPEARS
ROBERT I. PALLER
HOKE SMITH
DAVID J. HARRIS
RALPH H. NICHS
WILLISTON C. WHITE
RONALD W. HARTLEY
HOMER A. HOUCHINS, JR.
ROBERT W. BEYNART
LEWIS CENKER
WARREN C. FORTSON
MALCOLM H. RINGEL
J. ARTHUR MOZLEY
JAMES R. BEACH, JR.
JOEL B. PIASSICK
ROBERT D. PANNELL
HILLYER McD. YOUNG
FRED W. AJAR, JR.
WILLIAM J. WADE
EDWARD S. KELLY
JOHN A. HOWARD
W. WYCHE FOWLER, JR.
JAMES B. HOWRY, JR.
PRENTISS D. YANCEY, JR.
HENRY S. ROGERS

ATTORNEYS AT LAW
3400 FIRST NATIONAL BANK TOWER
TWO PEACHTREE STREET, N.W.
ATLANTA, GEORGIA 30303
404/521-1200

ALEXANDER W. SMITH, SR.
1861-1945
THEODORE A. HAMMOND
1861-1938
VICTOR LAMAR SMITH
1887-1947
ESTES DORTHUS
1884-1958
R. E. LEE FIELD
1888-1962

COUNSEL
WILLIAM G. GRANT

2 183

May 11, 1971

Mr. Daniel B. Hodgson
Alston, Miller & Gaines
C & S National Bank Building
Atlanta, Georgia

RE: The Citizens & Southern Park National Bank

Dear Dan:

In regard to the proposed merger of The Citizens & Southern Park National Bank ("Park Bank") into The Citizens & Southern Emory Bank, I am advised that the Department of Justice has determined that The Citizens & Southern National Bank ("The C & S Bank") does not in fact control the activities of the Park Bank. As a Director of the Park Bank, I am writing to you for the purpose of conveying my own personal knowledge of the dominant role of the C & S Bank in the organization, administration and operation of the Park Bank.

At the time the Park Bank initially applied for its charter, I was contacted by Mr. Herbert Dickson, who, as I recall, was at the time a Senior Vice President of the C & S Bank. Mr. Dickson informed me that the C & S Bank was attempting to organize a so-called "5%" bank to be located in the Executive Park area in DeKalb County, and that my name had been suggested as an initial Director. He also informed me of the other individuals who were being selected as directors. Mr. Dickson further advised that the C & S Bank would, through its holding

company and pension plan, own shares of stock in the new bank to the extent permitted by the laws of Georgia. I was told that the initial stock subscription would be generally limited to established customers of the C & S Bank and that I could subscribe for 500 shares of stock in the new corporation, being the maximum number of shares allocated to any one individual. Accordingly, my introduction to the new proposed Park Bank was by and through a Senior Officer of the C & S Bank, and from the beginning there was never any doubt in my mind but that the C & S Bank in fact conceived, organized and sponsored the Park Bank.

Following issuance of the charter, at the initial Directors' meetings, we were advised and guided by Mr. Howard Starks, as to various organizational and administrative matters. Mr. Starks at that time was also a Senior Vice President of the C & S Bank and appeared at all of our meetings in the capacity of an advisor and as representative of the C & S Bank.

All Board of Directors meetings of the Park Bank have been chair by Mr. Robert Hazelrig, who has served as President of the Park Bank since its inception, and who was formerly employed for a number of years by the C & S Bank. It has been customary at Board meetings for Mr. Hazelrig to recommend for the Directors' approval adoption of various resolutions which had the effect of closely integrating the operations of the Park Bank with the C & S Bank. For example, the employees' pension and profit sharing plan applicable to the C & S Bank was recommended by Mr. Hazelrig for adoption by our Board of Directors. Similarly, resolutions providing for utilization of various accounting and general banking facilities maintained by the C & S Bank was recommended by Mr. Hazelrig for adoption by our Directors. In each instance, all recommendations of Messrs. Hazelrig and Starks, particularly with relation to coordination with the C & S Bank, were unanimously adopted by the Directors of the Park Bank.

Mr. Starks served as the advisor and representative of the C & S Bank at our Board meetings for approximately one year, and since then he has been succeeded by other full time employees of the C & S Bank acting in similar capacities.

On several occasions during the past several years, I have had informal discussions with Herbert Dickson and Howard Starks as well as other officers of the C & S Bank concerning the likelihood of legislative changes liberalizing the restrictive Georgia branch banking laws. On each occasion, the particular officer of the C & S Bank strongly implied that if and when the Legislature liberalized such statutes, the Park Bank, along with similar affiliate banks in the Atlanta Metropolitan Area, would in some manner be merged into or with the C & S Bank. Consequently, when in 1970 the Georgia Legislature amended the branch banking laws to permit branch banking in Fulton and DeKalb Counties, I as well as the other Directors of the Park Bank, assumed that the Park Bank would promptly be acquired in some manner by the C & S Bank.

I was present at the Directors' meeting at which it was proposed that the Park Bank merge with the C & S Emory Bank in exchange for shares of C & S Bank stock. The sole question discussed was the ratio of exchange of Park Bank stock for stock of the C & S Bank, as there was never any question in the minds of any Director present but that such merger would be unanimously approved by the Board of Directors.

In summary, as a Director of the Park Bank since its inception to the present time, I have considered the Bank as a practical matter, to be operated and controlled by the C & S Bank, and I feel confident that all of the other Directors have the same view.

I might add that if the proposed merger cannot be consummated, the future of the Park Bank will be jeopardized as a result of the recent amendment to our branch banking laws. The Trust

Company of Georgia now has a branch bank within one block of the Park Bank, the Fulton National Bank will soon have a branch bank directly across the street, and additional branch banks of The First National Bank, National Bank of Georgia and Peoples American Bank will soon be established within a radius of less than one mile of the Park Bank. Hence, the proposed merger has now become a matter of necessity to avoid an untenable competitive position.

Very truly yours,

Ben Kohler, Jr.

BKJr/sm

newman and company

May 7, 1971

Mr. Dan Hodgson
Alston, Miller & Gaines
Citizens & Southern National Bank Building
Atlanta, Georgia 30303

Dear Dan:

As a stockholder of the Citizens & Southern Park National Bank, I want to emphasize that if it were not for the C & S National Bank, we would not be in existance and if we had not been under the control of the bank since it was formed, we would not have made a nickel.

Without the C & S National Bank, the fine national accounts we have would not be with us if they thought the National Bank was not running it.

Sincerely,

NEWMAN AND COMPANY

William T. Newman
President

WTN:gw

E- 657

ONE DUNWOODY PARK / ATLANTA, GEORGIA 30341 / PHONE 458-4455

Atlanta, Georgia
May 7, 1971

Mr. Daniel B. Hodgson
Alson, Miller & Gaines
12th Floor
Citizens and Southern National
Bank Building
Atlanta, Georgia 30303

Re: Acquisition of assets of The Citizens and Southern Park National Bank (Park) by The Citizens and Southern Emory Bank in exchange for common stock of The Citizens and Southern National Bank (C&S)

Dear Mr. Hodgson:

The application to the Federal Deposit Insurance Corporation for approval of this acquisition has continued pending for several months. It is thought that it might be helpful to state certain matters of which I have personal knowledge regarding the relationship of Park to C&S. I was an incorporator-organizer of Park and its attorney through the organizational period - 1966 to 1967 - and I have been a stockholder and director of Park and its general counsel within our firm from the time of its organization.

In each and all of these capacities, I have been very much involved in the plain fact that the existence and everyday operations of Park, from organization through the present date, have been an effort of C&S and its officers and employees, and under C&S guidance and in fact direction.

As I have observed to be the case in quite a number of instances and locations in and around the Atlanta area and the State of Georgia - Sandy Springs, Chamblee, Tucker, Roswell, South DeKalb County, to name a few - when it appeared to the satisfaction of C&S that the banking needs and convenience of the Park National area could be best served with "Banking the C&S Way" and could support a banking office, C&S set about to establish such an office. I have been variously involved in the similar efforts in the areas mentioned above, as a member of the firm of attorneys for C&S.

Given the status of the branch banking laws of Georgia at that time (1966), the only avenue to establishing a C&S Bank was to organize a new bank, in which C&S would actually own, in a legal sense, 5% of the outstanding stock. This ownership would be in Citizens and Southern Holding Company, the wholly owned subsidiary of C&S, in accordance with the Federal and State Bank Holding Company laws.

C&S designated one of its Assistant Vice Presidents, T. Robert Hazelrig, to coordinate and carry out the organizational efforts. He remained an employee of C&S until Park was organized, at which time he became President of Park - in all truth at the direction of C&S. The economic survey with supporting documents and data, which is the heart of the application to organize, was prepared by the research specialist employees of C&S and at the expense of C&S, in identical fashion as when C&S applies for a branch. The organizers-incorporators, who of course were interim directors, were other employees of C&S or representatives of long standing good customers of C&S, carefully screened by C&S for their interest in C&S. Many of these persons were already stockholders of C&S, and were chosen in part for that reason. The permanent directors were designated by C&S from among persons of these same characteristics. Of course the stockholders of Park actually elected these directors, but, in the nature of things, essentially as a matter of course.

C&S, through Mr. Hazelrig, designated or determined to whom the stock of Park would be offered, again going to those of understood interest in C&S, often already stockholders of C&S. No effort was made to disabuse their thinking that this was "a C&S Bank". The principal stockholders, each having 5%, were Mr. Hazelrig, Citizens and Southern Holding Company and the Employees' Savings and Profit Sharing Trust Fund of The Citizens and Southern National Bank.

After organization and at the present time, Park continued under the operational and business control of C&S, of course without legal control which is prohibited. As mentioned, the President had been a C&S employee. The entire staff of Park was and is drawn from employees of C&S and as changes have occurred

replacements have come from C&S or its subsidiary banks and those who have left Park but continued in banking went back to C&S or its subsidiary banks, almost without exception.

The C&S Retirement and Profit Sharing Plans and other employee benefit plans have been adopted by Park. Each amendment to such plans has been adopted as directed and in the language provided by C&S.

As is the procedure with C&S branches, Citizens and Southern Holding Company entered into the basic lease for the premises in which Park would operate. The Holding Company then subleased or assigned that lease to Park when it was organized and prepared to begin operations.

The attorneys for Park were chosen by C&S and are attorneys for C&S. The retainer to be paid was negotiated and fixed by C&S.

The data processing and bookkeeping for Park is done by C&S, under contract. Investment securities are purchased by Park, loan participations are made, and most lending activities of any substance are undertaken only on advice from C&S.

An advisory member of the Park Board of Directors who is an officer employee of C&S in its Branch Supervision Department, attends every meeting of the Park Directors.

The Directors of Park are invited to, and most attend, periodic general meetings of Directors of C&S and its subsidiary and affiliate banks where C&S banking philosophy and procedures are stated or reviewed.

Without belaboring the matter, suffice it to say that Park is furnished management and financial direction by C&S of the same nature as is provided to subsidiary banks of C&S.

The Officers and Directors of Park, in making their independent judgments in managing the Bank, do not vary in major matters from what they consider to be, and welcome as, sound

banking decisions advised by C&S. Those Officers and Directors, and the Park stockholders, it is believed, have always expected that Park would become legally, as well as in point of fact, a part of the C&S System if and when the branch banking laws of Georgia permitted. Those laws now permit that result.

Sincerely,

Hewitt H. Covington

Hewitt H. Covington

HHC:dw

ATLANTA NEWS AGENCY
3875 GREEN INDUSTRIAL WAY
ATLANTA, GEORGIA 30341

EDWARD E. ELSON
PRESIDENT

May 19, 1971

Mr. Dan Hodgson
Austin, Miller, Gaines
12th Floor, C & S National Bank Bldg.
Atlanta, Georgia 30303

Dear Dan:

I was quite astonished to learn that there were those who considered the stockholders, directors, and employees of the C & S Park National Bank to feel that they were employees of an independent bank rather than a part of the C & S system. When I was first approached about participating as a Director in this bank, it was from C & S officials, and I was made most specifically aware that this bank would ultimately become a part of the C & S National Bank or a direct affiliate. Moreover, it was with this in mind that I subscribed myself and my family to almost 3,000 shares of C & S Park National stock, anticipating that this would be a most advantageous purchase of C & S National Bank stock. I felt I would be purchasing C & S National stock for $15.00 a share when in reality it would be worth at the time of its conversion $50.00 or $60.00 a share as a result of the C & S purchasing the bank. My astuteness and perceptivity in this purchase can well be seen by the value which the stockholders in this bank will receive now that the acquisition which I had anticipated from the beginning is closer to becoming a reality.

Indeed, for anyone to think that this bank was anything but under the total control of the C & S National Bank would require an extraordinary juxtaposition of reality. Every decision which I made while a director of this bank was conditioned on the fact that the C & S National Bank had recommended its passage. "Recommended" is a euphemism in this case. One merely needs to examine the personnel policies, welfare plans, bonus systems, and purchases of bonds and participations to see that we were not acting independently of the National Bank. One look at our sign outside of the front door would certainly confirm this. Further, I can remember on at least three occasions laughing with the other directors when someone even facetiously referred to our taking an action other than that which one of the C & S National Bank employees serving on our board brought forward. To assume that

we considered ourselves anything but a part of the C & S National Bank is, without question, ludicrous and misinformed. Lastly, I must say that I was entirely satisfied with the purchase arrangement made between the C & S Emory and our bank which was arranged by the C & S National Bank in the offices of the C & S downtown. I felt that we had not received enough stock but, most certainly, I was well aware that this was the price that the C & S National Bank wanted to pay and, therefore, it was the price they would pay. I was well aware that there was no negotiating this point but accepting it was the option. I was not adverse to accepting it because it fitted in with my original concept of investing in Park National stock and I realized it was a very favorable transaction in which I was graciously allowed to participate. If several years ago C & S National Bank had not included me in these plans I would never have had the opportunity for such a windfall. Therefore, I accepted the arrangement not with reluctance but with appreciation. I would have liked to receive more but I have never felt that one should accept another's generosity with greed. Indeed, in a sense, I felt this was a gift. I hope this might shed some light to my feelings with regards to it being an "independent" bank.

Sincerely,

EEE:dtk

BROWNLEE & LIVELY REALTY COMPANY
Real Estate and General Insurance
2410 BRIARCLIFF ROAD, NE
ATLANTA, GEORGIA 30329

May 21, 1971

Mr. Dan Hodgson, Attorney
12th Floor, C & S Bank Building
Atlanta, Georgia

Dear Dan

I have been associated with the C & S Park National Bank since shortly after its origin was dreamed up by my close friends of the C & S National Bank. After being an important customer of the C & S National Bank, 10th Street Branch, for several years, I was invited to lunch by John McIntyre and Bob Hazelrigs, officers of the C & S National Bank. The purpose of the lunch was to ask me to serve on the Board of the Bank in offing, being sponsored by the C & S National Bank. I was especially interested because of being in the Executive Park area - kind of in my own back yard.

At that particular time I was delighted to work with the organizing group and was accepted as a formal member. I was appointed to the C & S Park National Bank Board, knowing full well that eventually when the laws allowed, would make the bank a branch of the "Mother Bank." During these past years since the forming of the bank, C & S worked with us "hand and glove" and we felt like an integral part of the C & S National Bank. They have performed innumerable services for us - and without their name we would never have grown as dynamic as we have grown.

Our directors were unanimously in favor of a merger with the C & S Emory Bank, a C & S affiliate, and I feel the only difference it will make is - making legal our "branch type" C & S existence.

Sincerely yours

W. W. Lively

E- 664

Dear Van — 191.

I was quite surprised & also quite upset to learn that there had been a hitch in the plans to put the L & S. Park Natl. Bank into the main L & S. System.

I became a director in the L & S Park Natl. Bank nearly four years ago. I did so with the idea the Park Natl. would become part of the L & S. System. And at no time did I ever consider that Park Natl. would not be eventually under the complete management and direction of the L & S. Parent Bank.

I purchased Park Natl. stock on this premise

BEST COPY AVAILABLE

the U.T.S. system was a huge
guide and this worked very
closely with the directors
and management of Peoples
Bank since it is investor
and all of us have felt we
were really a part of the
C & S. system.

We all voted in favor
of the merger - Now we
learn this may not come
about.

I want to reiterate that
I am still in favor
of this merger I feel and
believe the best interests
of the Executive Park
community can be served
better if this merger is
consummated

facilities that C & S can largely are unquestionably far more adequate than a small local bank could provide.

I therefore hope this matter will be carefully reviewed and re-presented to the Federal authorities who at present look with disfavor on this merger.

I am no longer a director but I still have a keen interest in the C & S Banks.

So, I sincerely hope this merger will be reconsidered in a favorable light.

Sincerely

C H Russell

Director Emeritus

E-667

Developers of Real Estate
1801 Peachtree Street, N.E.
Atlanta, Georgia 30309
Telephone (404) 874-5207

May 24, 1971

Mr. Daniel B. Hodgson
Alston, Miller and Gaines, Attorneys
35 Broad Street, N. W.
Atlanta, Georgia

RE: Merger of Citizens & Southern Park National Bank

Dear Dan:

It is my understanding that Federal authorities have expressed some concern about the wisdom of merging our Citizens & Southern Park National Bank with Citizens & Southern Emory Bank. I am personally convinced that the effect of such a merger will be none other than to improve the quality of service to customers of both banks. I am likewise convinced that the merger will be nothing other than formalizing, and making official "in the eyes of the public" a uniquely close relationship which already exists between the two banks.

First, I feel that I am especially qualified to make such statements about the effect of a merger because I am the real estate developer and landlord who first went to Citizens & Southern Holding Company several years ago urging them to establish or sponsor a new bank at the office complex which I was planning to develop at what has since become the headquarters of the Citizens & Southern Park National Bank. Throughout all of the negotiations for the leasing of this facility I dealt with officers of the C & S National Bank or C & S Holding Company. The long term lease for the bank facility was originally executed in the name of Citizens & Southern Holding Company, and was later assigned over to the newly formed "Park National" bank. As landlord, I can state unequivocally that the "Park National" bank was litterally put together by officials of Citizens & Southern National Bank.

Continued...

Secondly, as a Director of Citizens & Southern Park National Bank, I can state that I was invited to become a Director and, in effect, a founder, of the Park National Bank by officials of Citizens and Southern National Bank when these officials first decided to sponsor the new bank several years ago. In my opinion, Citizens & Southern Park National Bank, could not and would not have attracted the calibre of Directors it may now claim had it not been for the sponsorship and backing of Citizens & Southern National Bank, and its affiliates.

Thirdly, as a stockholder of Citizens & Southern Park National Bank, I am convinced that the new Park National Bank could not have attracted the investment capital of so many and so varied a number of stockholders, hadit not been for its relationship with C & S National Bank. In this vein, it seems to me that it is of further significance that ownership of the Park National Bank is spread among a great number of people living in the DeKalb County area, and it is in no way dominated by any small number of individuals, as would have been the case if it had been founded without C & S National sponsorship.

I hope that these points are simply further evidence that a merger of the banks will simply publicly confirm a situation which has, in effect, existed for years.

Yours sincerely,

THE LANDMARKS GROUP, INC.

Maine Kelley Jr.

Maine Kelley, Jr.
President

cc: Mr. T. R. Hazelrig, President
Citizens & Southern Park National Bank

File: TLG Personal

E- 669

BK/at

Directors — South DeKalb

E- 670

HOLLAND & KNIGHT PHARMACY
2003 CANDLER ROAD
DECATUR, GA. 30032

May 13, 1971

Mr. Dan Hodgson
Austin, Miller & Gaines
14th Floor
C & S National Bank Building
Atlanta, Georgia 30302

Dear Mr. Hodgson:

I have been privileged to be a director of the Citizens and Southern South DeKalb Bank since it was formed in September 1969. I accepted the position of director since I knew that the bank would be associated with the Citizens and Southern National Bank and would receive its full support.

Since we have opened, all of our staff and management have been provided by C & S personnel and we have had access to all C & S National Bank's services.

From the beginning it was understood that there was a good possibility that we would merge directly into the C & S system, if regulations were changed to permit this. Looking back on the relationship we have had with the C & S National Bank, I can state that I would not want to be a director of the C & S South DeKalb Bank if we were to cease our relationship with the C & S system.

I feel that we are directly a part of C & S, and believe that most of our bank's customers have the same idea.

Sincerely,

Roy B. Holland, Jr.

RBH/em

E- 671

BOB BAILEY'S
TELEVISION - APPLIANCES - SERVICE
3153 GLENWOOD RD. AT CANDLER
TELEPHONE 289-2814
DECATUR, GEORGIA 30032

Mr. Dan Hodgson

12th Floor C&S Nationa

Atlanta, Georgia 30303

Dear Mr. Hodgson,

When I was asked to serve as a director of the C&S Bank of South Dekalb, I fully understood that the C&S National Bank would furnish management and personnel. I further understood that the C&S National Bank would furnish funds if need be as per Sandy Springs C&S.

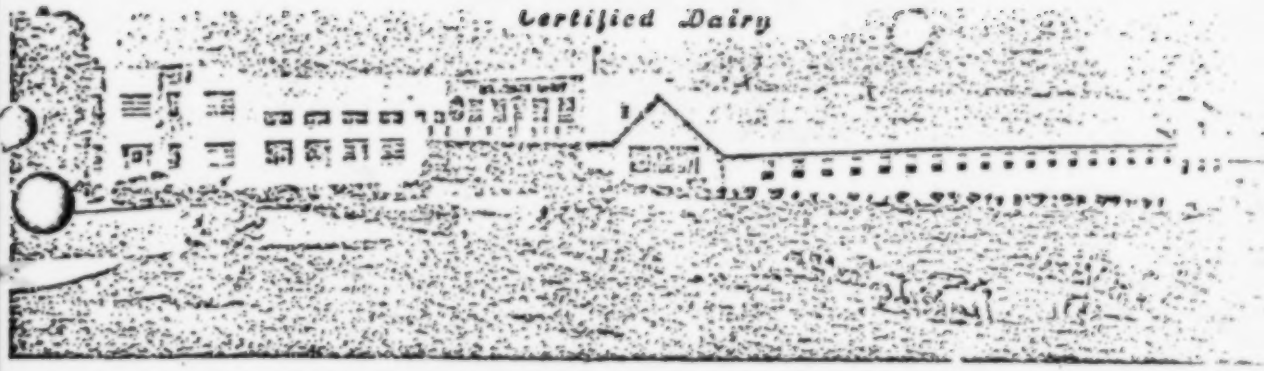
All the people I contacted about stock in C&S Bank of South Dekalb were told of this connection with the C&S National Bank, and like me, they probably would not have bought stock if not believed the National Bank would look after us.

Sincerely.

Bob Bailey's

Bob Bailey

E-672



May 7, 1971

Mr. Dan Hodgson
Alston, Miller and Gaines
14th Floor
C & S Bank Building
Atlanta, Georgia

Dear Mr. Hodgson:

I am writing this letter to state my position as to whether I prefer Citizens and Southern DeKalb Bank to remain independent or to merge with C & S National Bank.

On two occasions before I agreed to become a director of the C & S South DeKalb Bank, I was approached by two non-banking groups to participate as a director. I declined both offers because I preferred to be associated with a bank that would be supervised by a national bank.

Needless to say, when Mr. Warren Berry, a Vice President of C & S National Bank, asked me to become a director of a proposed C & S South DeKalb Bank, I was eager to accept. It was understood at that time that C & S National Bank would supervise our bank and that more than likely at a later date we would merge with them.

Since our opening in September 1969 our bank has received the complete support of the C & S National Bank. The management that they have provided has been our greatest asset. I look forward to the time when we can merge with C & S. National.

Sincerely,

R.L. Mathis, II

RLM/jf

E- 673

Producers

Putting You First In A Big Way!

LAMAR FERRELL CHEVROLET, INC.
4770 Covington Highway
Decatur, Georgia
"A Name You Know and Trust"

May 6, 1971

Mr. Dan Hodgson
Fourteenth Floor
C & S National Bank Building
Atlanta, Ga. 30302

Dear Mr. Hodgson:

At the time of the bank's inception I was asked by John F. Ingram, Jr., a Vice President of the C & S National Bank and a long time personal friend, to move my commercial business to the proposed South DeKalb Bank and to become a director. Since I had just changed locations and the bank was convenient I moved all of our commercial business to the bank. I was proud to accept the offer to become a director of the bank.

It was my understanding from the first that C & S National Bank was the initiator of the C & S South DeKalb Bank and that they would provide management and personnel along with other guidance during the life of the bank. As directors we have relied upon the leadership of the management of the C & S National Bank.

I have openly stated since the first time the merger was considered that I would not wish to be a director of or do business with this bank if it was not a C & S Bank and was operated independently.

Sincerely,

Lamar Ferrell

N. Lamar Ferrell, President
Lamar Ferrell Chevrolet, Inc.

NLF/gc

cc: Ed Johnson

CAPRICE IMPALA STATION WAGONS MONTE CARLO CHEVELLE CAMARO
CORVETTE NOVA VEGA CHEVROLET TRUCKS

Crow, Pope & Carter Enterprises, 1100 Spring Street, NW, Suite 550, Atlanta, Georgia 30309 Ph-875-7131

May 5, 1971

Mr. Daniel B. Hodgson
Alston Miller & Gaines
C & S National Bank Building
Atlanta, Georgia

Dear Mr. Hodgson:

The following remarks concerning my association with the C&S Bank system and more particularly my association with the C&S South DeKalb Bank were requested by your associate, Mr. John Train.

As you may or may not be aware, C& S has been the principal bank of Crow, Pope & Carter Enterprises since the formation of the Company six years ago. The association was begun at that time through a warm relationship between Mr. Herb Dickson, formerly of the C&S Bank, and Ewell Pope and Frank Carter. About two years ago, Mr. Dickson and Mr. Pope agreed that it would be appropriate if some of the junior partners of the Company became involved as directors of the C&S affiliates, and it was through this means that I was nominated and consequently contacted by Warren Berry, a C&S vice president and president-to-be of C&S South DeKalb.

I was honored to be asked to be a director and have greatly enjoyed my association with the C&S South DeKalb Bank. I was most impressed and continue to be impressed with the professional manner of the C&S, the manner in which C&S South DeKalb was formed, and the management and control that the C&S exercises over its affiliates which has resulted in the success of the C&S South DeKalb Bank today. Even though I am aware that technically the C&S Bank owns only 5% of the South DeKalb Bank, we all know that for all practical purposes it is run and operated exactly as if it was a branch of the C&S System. I might add that the average person considers it as they do all other 5% banks---as a full branch bank of the C&S System. In addition, the physical appearance identifies it as being a full C&S Bank in the minds of the public. Therefore,

I can say without reservation that there would be no noticeable difference in the management and operation of the Bank if and when it became a full branch of the C & S Banking system. In other words, the Bank would continue to be run exactly the same under either condition.

I hope these remarks will be helpful in your dealings with the Justice Department and other regulatory agencies.

Sincerely yours,

CROW, POPE & CARTER ENTERPRISES

William W. Ranck

William W. Ranck
Managing Partner

WWR:elh

BEST COPY AVAILABLE

MOXIE-MONARCH-NUGRAPE CO.
3742 NORTHEAST FREEWAY, N.E. ◘ DORAVILLE, GEORGIA 30340 ◘ 404/451-6133

May 12, 1971

Mr. Dan Hodgson
C & S National Bank Building
12th Floor
Atlanta, Georgia 30303

Dear Mr. Hodgson:

About two years ago, Warren Berry and Bill Jones, both employees of C & S National Bank of Atlanta, called on me at my office to ask me if I would help organize a 5% C & S Bank in South Dekalb County.

After much discussion, I told them that I would give them an answer the next day. Warren wanted to know what time to call me for my answer. I told him to call about two o'clock and I would have an answer for him. When he called the next day, my answer was that I would do everything that I could to help organize the Bank.

All of the necessary information to make application for a 5% C & S Bank in South DeKalb was secured by employees of C & S National Bank of Atlanta. After the application was approved, C & S National Bank selected all of the personnel for the new C & S Bank of South DeKalb.

The temporary building was secured and placed on the property by C & S National Bank. The building that we now occupy was designed and built by people employed by C & S National Bank.

I was able to buy fifty shares of stock in the C & S Belvedere Bank and still had the stock when the C & S Belvedere merged with C & S DeKalb Bank. I was aware that the C & S Bank of South DeKalb would eventually attempt to merge with C & S National Bank.

Sincerely,

Dalton

DS/bc

Dalton Scott

E- 677

Decatur, Georgia 30034
May 13, 1971

Mr. Dan Hodgson
Alston, Miller & Gaines
12th Floor, C&S Bank Building
Broad & Marietta Streets
Atlanta, Georgia 30302

Dear Mr. Hodgson:

It has been a pleasure for me to have participated in the organization of the Citizens and Southern South DeKalb Bank and to have served on its Board of Directors.

1954 I moved just a short distance from the present location of our Bank. 1965 I moved a little further out but am still in the immediate area. During the late 1950's I became interested in banks -- primarily selling them but my real interest was created when my brother-in-law organized the bank at Ormond Beach, Florida. The Ormond Beach First National Bank had of course a rapid growth and I envisioned a bank in the Candler-McAfee area. About 1965 I discussed informally with a number of people living in the area about the possibility of the organization of a bank. Everyone I talked with was very interested.

Time continued to move and the business that I am in continued to grow. I realized that I did not have time to make surveys, talk to people nor have the time to push the organization.

The Citizens and Southern people contacted a number of us and this excited me. Having done both banking and business with the Citizens and Southern I knew from my experiences that this was the Bank to serve the people. My relationships with the individuals employed by the Citizens and Southern were far beyond the average friendships. I knew the integrity of the Bank as well as the people.

The name of C&S is phonetic -- our Bank has been successful at South DeKalb because the C&S came in and did a wonderful job in making the surveys, talking to people, arranging the sale of the stock, handling the registration, preparing the plans for the building, putting up a trailer to get us in business, supervising the construction and many other facets along this line. The executive did everything possible to educate each of the directors. After all, we are businessmen -- they called upon their wealth of experience.

Today I feel that the Citizens and Southern South DeKalb Bank is successful, that it serves a group in a transitional area (and the C&S National knew this when they put this kind of money into the area). The success has come from the cooperation in every way of the officers of the Citizens and Southern National Bank. I knew that eventually we would consider merging our operation into the Citizens and Southern group some way. I think it is wonderful and I must say we have never been misled.

Sincerely,

Marcus D. Downs

E- 678

Builders & Developers
3357 Charlemagne Dr.
DECATUR, GEORGIA 30032
Area Code 404 — 289-8759

May 14, 1971

Mr. Dan Hodgson
Alston, Miller, & Gaines
14 Floor
C & S Bank Building
Atlanta, Georgia

Dear Mr. Hodgson:

As a director of the Citizens and Southern South DeKalb Bank, let me make my position clear regarding our proposed merger with the Citizens and Southern Emory Bank.

In the first place, our bank was formed with the guidance and support of the C & S National Bank. All of the directors and stockholders knew from the beginning that we would be part of the C & S family, and that if and when a change in the banking laws took place, we would merge into the C & S system.

Since the beginning, C & S has provided our management and personnel, and at our director's meeting we have received the advice of Mr. John F. Ingram, a vice-president of the C & S National Bank. C & S also provided many other services to us, to the extent that most of our customers assume we are a branch of the C & S National Bank.

Sincerely,

Ray Jones

RJ/em

E- 679

The Citizens and Southern Bank of Milledgeville

P.O. Drawer 749. 150 West Green Street. Milledgeville. Georgia 31061. Telephone 912 452-0521

May 19, 1971

Mr. Daniel B. Hodgson
Alston, Miller & Gaines, Attorneys
The Citizens and Southern National Bank Building
Atlanta, Georgia

Dear Dan:

Here are the ways C & S and I were partners in forming and operating The C & S South DeKalb Bank.

FORMING THE BANK

1. It was C & S's idea to form the new bank. Dan Handley asked me to start the bank.

2. C & S bought and put together the land so that it was suitable for barking. South DeKalb leases the property.

3. Branch supervision, research division and many others worked nights and weekends to put the necessary information together to substantiate locating a bank in the area and to substantiate the application for charter.

4. Although I was branch manager of the South Expressway Office for several weeks, most of my time was spent in forming this bank. Dan Blackwell, Cashier, and myself were freed from our National Bank responsibilities for several months to work on the formation of South DeKalb. We were paid by the National Bank throughout 1969.

5. Directors - Extensive help was provided by the Credit Department, Officers, and Employees of The C & S Bank in naming the Directors of the new bank. Specifically:

DIRECTOR	RECOMMENDED BY	INTERVIEWED BY
Roy Holland	Tom Mahone, Vice Pres. Don Ingram, Vice Pres.	Tom Mahone, Don Ingram and myself
William Ranck	Herb Dickson, Executive Vice President	William Mathis, Vice Pres. and myself

DIRECTOR	RECOMMENDED BY	INTERVIEWED BY
Robert Bailey	Don Ingram, Vice Pres. Roy Holland, Director	William Mathis and myself
Lamar Ferrell	Don Ingram, Vice Pres.	Don Ingram and myself
Ray Jones	Ted Knight, Vice Pres.	Ted Knight and myself
Robert Mathis	Don Ingram, Vice Pres. Roy Holland, Director	Roy Holland and myself
Marcus Morris	Bill Jones, Pres., C&S Belvedere (at the time) Don Ingram, Vice Pres.	Bill Jones and myself
Dalton Scott	Bill Jones, Pres., C&S Belvedere (at the time)	Bill Jones and myself

C & S guided me on every part of forming the bank. In fact, I do not believe any of the Directors would have been willing to serve without C & S's backing. This was particularly important to Marc Morris, Roy Holland, Bill Ranck, Ray Jones, and especially Bob Mathis.

6. Personnel - C & S provided professional help. All employees were screened, tested, and interviewed by C & S before being hired by South DeKalb.

EMPLOYEE	POSITION	REFERRED BY
Fran Plunk	Secretary	Myself, previously worked for C & S Clayton County.
Jo Williams	Head Teller	Applied for employment with C & S.
Clara McCannon	P & R Teller	Employed C & S East Point.
Polly Hunt	P & R Teller	Employed C & S South Expressway
Bettye Aldrich	Loan Teller	Employed C & S Executive Park.
Dan Blackwell	Cashier	Employed C & S Moreland Branch.
Warren Berry	President	Employed C & S South Expressway.

7. Dan Landley, Bill Mathis, Ray Herman (Research Officer), and myself submitted the bank application by making a personal call on the Superintendent of Banking State of Georgia.

8. The Building - The construction of our bank building from the thinking to the completion stage was handled entirely by the C & S Construction Department. They supervised both the cost and the construction. All bills were prior approved by either Dick Griener or Harold Vogel, both in the C & S Construction Department.

9. Telephones - The installation and quantity of telephones were coordinated with C & S National Bank.

DURING OPERATION:

1. Investments - All investments were coordinated with C & S Bond Department. C & S sold us loan participations, providing an excellent yield to the bank for all available excess funds. Because we were a new bank, C & S allowed us to continue purchasing loan participations when other banks' investments were being terminated.

2. C & S helped us in analyzing proper reserve requirements so profits could be maximized.

3. C & S audited the bank closely to see that we maintained a quality operation and loan portfolio. I called on Bruce Cowie to come out and provide us with a credit audit when the need arose.

4. Operations - Jim Finley, Assistant Vice President, Raymond LaMon, Cashier, and Dave Houston, Assistant Cashier, and Louise Dunnaway, Cashier, C & S DeKalb, all helped immeasurably when we needed help in tracing items, balancing the Due From Accounts, etc.

5. Branch supervision aided us in determining when and if we needed additional employees and where they could best be used.

6. New Business - C & S National Officers in all classifications helped us tremendously in the solicitation of new business--either the transfer of present C & S customers to our bank from other C & S banks, or in the solicitation of new business to the C & S system. Many customers placed large deposits with us simply because they knew their deposits were protected by the C & S system.

7. Advertising - We advertised very little because we received the benefit of all C & S advertising.

8. Employees - They obtained the same privileges that the C & S National employees received. This is very important because there is no question that employees would have received much less without our relationship with the C & S National. It surely would have been three or four years

before any appreciable profit sharing could have been paid. Salaries and raises were examined and recommendations made by The C & S National Bank. Certainly free life insurance, hospitalization insurance, low employee interest, C-S-ta, etc. would not have been available otherwise.

9. Loans - All loans over $15,000 were reviewed by branch supervision. I attended the credit meetings on Monday morning of every week for this purpose. Any time I needed advice on the handling of a loan, The C & S was ready to help with all of their experience and information. Collection assistance was provided at no charge by the Atlanta Recovery Department

10. Security - C & S South DeKalb security system was coordinated with The National Bank. They checked our security system and substantiated that our protection was always the best possible. When we were robbed, The C & S Public Relations Department handled the publicity, and branch supervision worked directly with us covering all other matters.

11. Directors - The general supervision of the bank's operations by the directors is much easier because The C & S National Bank also supervises the operations. In fact, the question was often asked "Does C & S approve this?" or "Do other C & S banks do this?"; if so, the motion was almost automatically passed.

In summary, there is no way that The C & S South DeKalb Bank could have grown and become an influential part of the community without the tremendous and continuous assistance from The C & S National Bank.

Sincerely,

Warren L. Berry
President

WLB/pgs

cc: Mr. Dan Handley
Mr. Ed Johnson

EMPLOYMENT HISTORY OF BANK OFFICERS

OFFICER NAME	TITLE	PREVIOUS POSITION AT C&S NATIONAL	DATE EMPLOYED BY C&S NATIONAL	DATE TRANSFERRED TO ASSOCIATE	NOTES ON FORMER OFFICERS
C&S Bank of Sandy Springs					
Louis J. Fortuna	President	Vice Pres.-Branch Superv. - C&S Nat'l	1948	1965	
Thomas S. Griffin	Asst. Vice Pres.	Mgt. Associate at C&S Main Office	1964	1967	
Kenneth K. Ingram	Cashier	Asst. Cashier at C&S National Operations	1963	1967	
Kathleen S. Miers	Asst. Banking Off.	Employed originally (1960) at Sandy Springs		----	
Thomas Cook	President	Vice Pres. in Credit at C&S	1938	1959	1964 Left Bank to become CPA
Hugh F. Lane	Asst. Vice Pres.	Mgt. Associate Credit Dept. of C&S	1960	1962	Trans. 1967 to becom Pres. of C&S N. Fult
Richard M. Zorn	Cashier	Auditor at C&S	1963	1966	Trans. 1967 to becom Operations Off. - Ja
James S. Farr	Cashier	Teller at C&S Main Office	1948	1959	Trans. 1962 to becom Cashier at Bank of Warner Robins

EXHIBIT 634

EMPLOYMENT HIS[illegible] OF BANK OFFICERS

OFFICER NAME	TITLE	PREVIOUS POSITION AT C&S NATIONAL	DATE EMPLOYED BY C&S NATIONAL	DATE TRANSFERRED TO ASSOCIATE	NOTES ON FORMER OFFICERS
C&S Bank of Chamblee					
Hubert L. Harris	President	Vice Pres. & Mgr. of Northwest Branch of C&S National	1926	1960	
L. H. Plant	Mgr. Buford Highway Branch	Asst. Cashier at P'tree Branch of C&S	1946	1963	
Roger L. Crow	Cashier	Been with Chamblee since date of employment (1961)		----	
W. H. Fallaw	Vice Pres. & Cashier; Bank Director	Asst. Cashier - Mitchell St. Branch of C&S National	1942	1960	Trans. 1969 to become President of Bank of Norcross

E1 685

EMPLOYMENT HISTORY OF BANK OFFICERS

OFFICER NAME	TITLE	PREVIOUS POSITION AT C&S NATIONAL	DATE EMPLOYED BY C&S NATIONAL	DATE TRANSFERRED TO ASSOCIATE	NOTES ON FORMER OFFICERS
C&S Bank of Tucker					
Gus L. Connelly	President	Asst. Vice Pres. in Corp. Accts. of C&S National	1956	1965	
Ray F. Bridges	Cashier	Employed originally by Bank of Tucker (1963)		-----	
James E. Harden, Jr.	Asst. Vice Pres.	Asst. Cashier of C&S Nat'l Branch Supervision	1947	1965	
Robert R. Young	Asst. Banking Off.	Chamblee Nat'l Bank Asst. Mgr. Buford Highway Branch	1966	1970	
Katherine B. Deaton	Asst. Operations Officer	Employed originally by Bank of Tucker (1956)		----	
Richard McClurg	Asst. Vice Pres.	C&S Bank of DeKalb; Asst. Vice Pres. Avondale Office	1959	1971	
Richard D. Gray	Banking Officer	Asst. Banking Officer at Main Office C&S National	1963	1970	Trans. 1971 to be Banking Officer at Bolton Road Branch of C&S National

E 636

EMPLOYMENT HISTORY OF BANK OFFICERS

OFFICER NAME	TITLE	PREVIOUS POSITION AT C&S NATIONAL	DATE EMPLOYED BY C&S NATIONAL	DATE TRANSFERRED TO ASSOCIATE	NOTES ON FORMER OFFICERS
&S Park National Bank					
. Robert Hazelrig	President	Asst. Vice Pres. in Corp. Accts. at C&S National	1951	1967	
ois Chestnut	Operations Off.	Adm. Asst. at P'tree Branch of C&S National	1950	1967	Trans. 1971 to become Cashier C&S DeKalb
vans Sandy Edinger	Asst. Banking Off. Acting Cashier	Asst. Consumer Credit Officer at C&S National	1968	1971	
ichard Hodge	Cashier	Asst. Mgr. Northside Pkwy C&S National	1960	1968	Trans. 1970 Asst. Mgr. S. Exp'way - C&S Nat'
ohn Montgomery	Cashier	Asst. Vice Pres.; Corp. Accounts C&S National	1963	1970	Resigned 1971 went into business with father
&S Bank of North Fulton					
ugh F. Lane	President	Asst. Vice Pres. of C&S Sandy Springs	1960	1967	
mes W. Lewis	Cashier	Mgt. Associate C&S Nat'l	1962	1969	
errell A. Murphy	Cashier	Auditor of C&S Nat'l	1961	1967	Resigned 1969 - Pres. of Citizens Bank of Clarkston

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EMPLOYMENT HISTORY OF BANK OFFICERS

OFFICER NAME	TITLE	PREVIOUS POSITION AT C&S NATIONAL	DATE EMPLOYED BY C&S NATIONAL	DATE TRANSFERRED TO ASSOCIATE	NOTES ON FORMER OFFICERS
C&S Bank of South DeKalb					
Warren L. Berry	President	Asst. Vice Pres. C&S National	1957	1970	
Dan Blackwell	Cashier	Operations Mgr. at C&S National Moreland Avenue Branch	1960	1970	

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PROPERTIES HELD BY C&S HOLDING CO. FOR 5% BANKS

NORTH FULTON - Bank established 4/5/67

3/29/67	South Side of Alpharetta Street, Roswell
5/15/68	Transferred to C&S National Bank, Atlanta
6/15/70	Sold by Bank to North Fulton
10/28/69	North Side of Main Street in Alpharetta Shopping Center
12/31/70	Transferred to C&S National Bank, Atlanta

SANDY SPRINGS - Bank established 12/11/59

4/4/69	Dalrymple Road Property (108.900 sq. ft.)
7/10/70	Sale of 49,729 sq. ft. to Chatham Properties
11/27/70	Paid to Fulton County for sewer relocation
12/31/70	Sold to C&S National Bank

CHAMBLEE - Bank established 5/11/60

	Cost of grading
5/31/60	Lot on Peachtree Industrial Blvd. for Chamblee
8/22/60	" " " " " adjoining
12/30/60	Sale of portion of above
9/27/65	Sale of above to Chamblee
6/2/60	Lot on Buford Highway
5/17/63	Sale of above to Chamblee

TUCKER - Bank established 3/12/65

5/17/65	Main Office Property
6/11/65	" " "
4/11/66	Construction Cost on Main Office to Land
4/11/66	Building and Land sold to CST R. E. Holding Co.
7/19/65 to 4/11/66	Building Construction paid for by C&S Holding Co.
4/11/66	Sale of Building to CST R. E. Holding Co.

E- 689

DX 269
Dec. K

TUCKER (Cont'd)

	Legal Fee
5/27/65	LaVista Road Branch Property
8/26/65	House sold on above property
12/31/65	Rezoning cost
4/11/66	Add cost from other assets
1/18/67	Right of way sold to DeKalb County
8/18/67	Site preparation cost
5/15/68	Transferred to C&S National Bank
1/31/69	Sold to CST R. E. Holding Co.

SOUTH DeKALB - Bank established 6/11/69

1/18/67	Down payment on 1987 Candler Road
2/10/67	Purchase of 1987 Candler Road
2/10/67	South Side of Melville Ave., adjacent to 1987 Candler
9/26/67	Sale of part of Melville Ave. to Evans, Inc.
9/1/67	Down Payment on 2564 McAfee Road
10/18/67	Purchase of 2564 McAfee Road
5/15/68	Transferred to C&S National Bank, Atlanta
	1987 Candler
	2564 McAfee Road
9/15/67	South Rainbow Drive & Candler Road
9/20/67	" " " " " add tract
5/15/68	Transferred to C&S National Bank, Atlanta
4/22/70	Purchase by Holding Company from C&S National Bank of all parcels at South DeKalb 1987 Candler, etc. (land only)

[illegible] - Bank established [illegible]

PARK NATIONAL - Bank established 3/21/67

No Real Estate purchased

[illegible]

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CAPITAL PROVIDED BY
CITIZENS AND SOUTHERN NATIONAL AND HOLDING

	Chamblee	North Fulton	Sandy Springs	Tucker
Total Dollars Invested by All Stockholders	$ 712,500	$ 400,000	$ 425,000	$ 639,8
Capital Notes and/or Debentures	300,000	200,000	225,000	400,0
Total	$1,012,500	$ 600,000	$ 650,000	$1,039,8
C&S Holding Company Dollars Invested in Stock for 5% Interest Plus Dollars Invested under C&S Employees' Profit Sharing Plan*	$ 41,250	$ 20,000	$ 21,250	$ 33,21
Capital Notes and/or Debentures held by C&S National Bank	300,000	200,000	225,000	400,0
Total	$ 341,250	$ 220,000	$ 246,250	$ 433,21
Percent of Total Capital Provided by C&S	33.70%	36.66%	37.88%	41.0

*Profit Sharing Plan holds shares in Chamblee and Tucker

DX-270

Vol. I, GOG 9.27 and GOG 9.6

Vol. II, GOG 26.01 and 26.011

SECTION: Loans GOG 9.27

TOPIC: Real Estate Mortgage Foreclosure

PAGE: 1 of 1 DATE: January 9, 1961

To: Executive Vice Presidents - National Bank
Presidents - Affiliated Banks

You are occasionally faced with the problem of holding a second mortgage on collateral where the first mortgage holder institutes foreclosure proceedings. When this is so, please contact the Comptroller's Department for suggestions as to how the problem should be handled. Buying the property in at an incorrect figure can result in financial hardship either by way of a capital gains tax being assessed or by your office having to incur a loss chargeable against your Reserve for Loan Losses.

For example, suppose your bank holds a second mortgage on real estate with a balance of $5,000.00. You learn that the first mortgage holder has begun foreclosure proceedings and the property has to be sold. If the amount of the first mortgage is $9,000.00, and you buy the property at the foreclosure sale for $9,000.00, then the bank would own the property for $9,000.00. Of the $9,000.00 which you paid for the property, the first mortgage holder would receive $9,000.00 and the second mortgage balance on your note of $5,000.00 would be extinguished by operation of law. This means that if the property was later sold for $15,000.00, the bank would have to pay capital gains tax on the $6,000.00 excess over the bank's book value of the property, and the $5,000.00 balance due on your second mortgage note would have to be charged against your Reserve for Loan Losses.

However, if you had appraised the property and felt that it would bring at least the $5,000.00 balance due on the second mortgage loan plus the $9,000.00 due the first mortgage holder, you could have simply purchased the note of the first mortgage holder, which you would have to do prior to the foreclosure sale, and then you could have foreclosed against both the first and second notes. This means that you would have notes totalling $14,000.00 against the property, and at the foreclosure sale, you would bid up to this amount to protect the bank's interest. (To bid more would result in the excess going to the mortgagor). Then when you sell the property, you would have no loss and no capital gain unless you received more than $14,000.00 for the property. If you did receive say $15,000.00 from the subsequent sale, then you would pay capital gains tax only on $1,000.00.

If for some reason you do not have time to contact the Comptroller's office under these circumstances and you hold a second mortgage, you should take these steps. First, have the property appraised to see whether or not, in the event you acquire it, you can sell it for an amount in excess of the amount due under the first mortgage. If its resale value does not exceed the first mortgage indebtedness due, you have a charge-off on your hands. If it does, you should then seek to persuade the first mortgage holder to postpone his foreclosure and let you foreclose your second mortgage subject to his first mortgage indebtedness, handling it thus as though you hold the first mortgage. If you cannot obtain the first mortgagee's cooperation, then you should tender to the first mortgagee the balance due under the first mortgage and foreclose the two together. When you do this, you should bid the property in at the foreclosure for the total amount that your appraisal has persuaded you you can sell the property for, but in no event in an amount in excess of the total of the two mortgage indebtednesses.

If you have any questions or comments, please let me know.

Hoyt M. Kirby
Assistant Cashier

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PURPOSE TO PROVIDE REFERENCE INFORMATION IN GOG.

The Consumer Credit Protection Act was passed by Congress in May 1968 and becomes effective July 1, 1969. Title I of this Act is entitled "Consumer Credit Cost Disclosure" and covers requirements for disclosure of credit terms and the right of a borrower to cancel or rescind certain transactions. Title I is also referred to as the Truth-in-Lending Act.

The Federal Reserve Board issued Regulation Z setting forth the requirements for member banks in disclosing credit terms to loan customers. The general provisions of Regulation Z are given in this bulletin, however, more detailed coverage will be found in various bulletins in the Consumer Credit Operating Guide.

TYPES OF CREDIT COVERED

> "All credit of $25,000 or less, or if secured by real estate regardless of amount, which is primarily for personal, family, household, or agricultural purposes and made to a person."

Under this definition Regulation Z applies to most of the loans we make. For instance, all loans in CAS, Sales Finance, and almost all instalment loans are covered. In addition, a great many loans that we classify as time, term, real estate, and demand loans are covered. When making a loan, we now must always determine the purpose of the loan and the type of borrower, since these are the controlling factors as to whether the loan is regulated. Whenever there is any doubt as to whether a particular loan is covered, we should go ahead and make the required disclosures.

The Act does not cover the following:

1. Extensions of credit to corporations, partnerships, trusts, governments, and governmental agencies.

2. Extensions of credit for business or commercial purposes, other than agricultural purposes.

3. Extensions of credit for transactions in securities or commodities accounts with a broker-dealer registered with the Securities and Exchange Commission.

4. Non-real property transactions for amounts exceeding $25,000.

5. Certain public utility transactions for public utility services if the tariffs are filed with, reviewed by, or regulated by an agency of the Federal Government or a State or political subdivision.

REGULATION Z DISCLOSURE REQUIREMENTS

Regulation Z requires that we disclose the following on all types of credit covered except real estate loans made to purchase a dwelling:

Finance Charge
Annual Percentage Rate
Total of Payments

All items of information which must be disclosed have been incorporated in our revised notes and contract forms.

FINANCE CHARGE

Definition: "The sum of all charges imposed directly or indirectly by the creditor as a condition to the extension of credit and payable directly or indirectly by the customer to the creditor or third party by the customer, seller, or anyone else on behalf of the customer."

We will continue to use terminology such as interest, etc., but we must combine all charges into one total identified by the term "Finance Charge".

Note: Certain charges are not part of the Finance Charge if itemized and disclosed. These are:

Real Estate Transactions

1. Fees for title search, title insurance, and property surveys.
2. Fees for preparation of deeds, settlement statements, or other documents.
3. Escrow amounts for taxes, insurance, etc.
4. Fees for credit reports, appraisals, and notarizing of documents.

Other Credit Transactions

1. Fees for perfecting, releasing or determining if a security interest exists on property related to the transaction.
2. Taxes, license fees and title fees required by law.
3. Credit life and disability insurance, if the insurance is not required by the creditor and the customer signs separately indicating his desire to purchase the insurance.
4. Property insurance if the customer is given the option of purchasing the insurance through any agent of his choice and
5. Late charges or reinstatement charges if imposed for actual unanticipated occurrences.

Any Finance Charge paid separately, such as points or discounts on real estate loans, must be deducted from the proceeds and added to the Finance Charge and Annual Percentage Rate.

DEMAND LOANS.

A one half year maturity will be used to compute the amount of Finance Charge and Total of Payments. Information to this effect will be printed on all revised demand notes.

ANNUAL PERCENTAGE RATE

One of the most important requirements of Regulation Z is that we must quote an annual percentage rate to the customer. This is to provide a rate which will supposedly allow the customer to "shop" for credit and to compare the terms and costs for a loan the same as for any other item he may purchase. All credit transactions covered must carry this disclosure.

There are certain specific ways to determine the annual percentage rate, and these are given in the Consumer Credit Operating Guide.

UNKNOWN INFORMATION ESTIMATE

If information that is required to be disclosed is not available at the time the loan is made, an estimate can be made and identified as such, as long as the actual disclosures are delivered when this information is determined.

GENERAL INFORMATION

1. Multiple Creditors

   When there is more than one creditor in a transaction, all must be identified in the note or disclosure statement. Other than requirements imposed on rescindable transactions (in which case disclosures must be made to all parties to the transaction), disclosures need only be made to one of the customers, but that customer must be a primary party, not an endorser or guarantor.

2. Evidence of Compliance

   We must keep evidence that we are complying with the Act for two years after all disclosures are made. An extra copy of the note is being provided for this purpose.

3. Charge Account Service Notification

   Certain information must be given to all new CAS customers before the first transaction and all CAS accounts during July 1969. Also, monthly statements have been revised to give required disclosures each time the customer is billed.

4. Required Deposit Balance

   If a balance in a specific amount or percentage is required to be kept with the creditor as a condition of the loan, this amount must be deducted from the "Amount Financed" when computing the "Annual Percentage Rate". Certain types of balances are exempt:

a. Escrow amounts for taxes, insurance, etc.

b. A deposit balance that will be wholly applied to the loan at maturity.

c. A deposit balance in existence prior to the date of the transaction offered as collateral in the transaction.

d. A deposit balance created by the loan and offered as collateral for the loan, if upon written request of the customer.

5. Real Estate Loans

The amount of Finance Charge, the Total of Payments, and the Right of Recission need not be disclosed on real estate loans made to purchase a dwelling, although such loans are subject to provisions of the Act with respect to disclosure of the annual percentage rate. Construction loans are considered as loans to purchase real estate, regardless of whether the customer previously owned the land, and construction loans are therefore exempt from these three disclosures.

6. Refinances, Consolidations or Increases in Existing Accounts

All loans of this type must be treated as original extensions of credit and all required disclosures must be made.

7. Add-On Contracts

Our practice is to make all required disclosures at the time of the add-on sale, regardless of whether previous collateral is released.

8. Advances Under Loan Commitments

If all disclosures are made at the time of the loan commitment, each advance made under the commitment need not carry full disclosure.

9. Transfer of Equity or Loan Assumption

All required disclosures must be made to the new customer before he becomes obligated. Our Transfer of Equity form has been revised for this purpose.

10. Extensions and Deferrals

Certain information is required to be disclosed in connection with every extension or deferral. A Notice of Extension form is to be used for these disclosures.

11. Right to Rescind or Cancel

In instances where a security interest or lien interest may be retained or acquired in real property that is expected to be used as the customer's residence, the customer can cancel the transaction during the first three day period. Notice of this right must be given to the customer and the creditor is prohibited from performing under the

contract until this period has expired. The customer may waive this right under certain circumstances. Also certain transactions are exempt from this right.

ADVERTISING

1. Advertising Credit Terms

We have never advertised rates and terms to any degree and this area will not affect us too much. However, any officer who handles any advertising material should be familiar with the provision of Regulation Z with respect to advertising.

Regulation Z is quite specific in what cannot be advertised. Generally speaking, if any of the terms of an extension of credit are advertised then all must be advertised. Advertisement means any method or media used to aid or promote an extension of credit. No advertisement may state:

a. That a specific amount of credit or instalment amount can be arranged unless the creditor usually and customarily arranges or will arrange credit amounts or instalments for that period and in that amount; or

b. That no down payment or a specified down payment will be accepted unless the creditor usually and customarily accepts or will accept down payments in that amount.

2. Advertising Open End Credit

No advertisement may set forth any of the items required to be disclosed when opening a new account, or that no down payment, a specified down payment, or a specified periodic payment is required, or any of the following unless all the following items are set forth clearly and conspicuously in prescribed terminology:

a. An explanation of the time period during which any credit extended may be repaid without incurring a Finance Charge.

b. The method of determining the balance upon which a Finance Charge may be imposed.

c. The method of determining the Finance Charge, including any minimum or fixed charge that may be imposed.

d. Each periodic rate used to compute the Finance Charge, the range of balances to which each rate is applicable, and the corresponding Annual Percentage Rate.

e. The conditions under which other charges will be imposed and how they are determined.

f. The minimum periodic payment required.

3. Advertising Credit Other Than Open End

No advertisement shall state:

a. The rate of Finance Charge unless it states the rate of charge expressed as an Annual Percentage Rate.

b. The amount of down payment required or that no down payment is required, the amount of any instalment, the dollar amount of any Finance Charge, the number of instalments or period of repayment or that there is no charge for credit, unless it states all of the following in prescribed terminology:

(1) Cash price or amount of loan.

(2) Amount of down payment or that none is required.

(3) The number, amount and due dates of all payments or period of repayment if the credit is extended.

(4) The Finance Charge expressed as an Annual Percentage Rate.

(5) Except in the case of a sale of a dwelling or a purchase money loan to purchase a dwelling, the deferred payment price or the total of payments as applicable.

System Operations
Mitchell - 6

COG: 26.01

SECTION: Miscellaneous

TOPIC: Antitrust Actions - Service Charges

PAGE: 1 of 3 DATE: May 17, 1962

To: Executive Vice Presidents - National Bank
Presidents - Affiliate Banks

I believe most of us have received communications from the Superintendent of Banks or have seen statements issued by the Comptroller of the Currency in which they ask for our directors to review the bank's service charge practices independently of any other bank and to take proper corporate action to establish a scale of service charges independent of any relationships with any other bank as a safeguard against any trust action by the Department of Justice.

Henry Miller suggests that our directors or Advisory Board members, as the case may be, should ask for a study of the schedules showing the amount of profit realized from each, the cost of the bank and the overall effect of the charge on the picture of the bank and its customer relations.

The directors can then make a determination of the adequacy and propriety of the various charges.

Here is a summary of what The Chamblee National Bank here in Atlanta drew up for their directors. We believe it can serve as a guide for you and suggest that you follow generally this outline. Of course, the amounts will be different, but the idea of the report to the directors is what I wanted to get across to you. After the report, then, of course, your directors may take appropriate action approving the report and your service charge schedules.

Joseph A. Hall, III
Vice President and Comptroller

At our Directors' Meeting of March 20, 1962, you asked me to prepare a resume of the Service Charge Schedules that we use at our Bank. I shall include information regarding Service Charges in all of our Departments in the Bank.

I. SERVICE CHARGES ON CHECKING ACCOUNTS

(a) Regular Checking Accounts:

A basic charge of 6¢ per check plus 75¢ per month. This charge is reduced at the rate of 15¢ per month for each unit of $100.00 bank balance maintained during the entire month. When the account averages more than $1,000.00 during the month no service charge is made. A copy of the Service Charge of Regular Checking Accounts is attached hereto.

(b) Special Checking Accounts:

The charge is 10¢ per check plus 25¢ per month.

(c) Analysis of Checking Accounts:

The more active accounts of our Bank are placed under analysis. A service charge is based on a schedule of 3¢ per each check deposited and 6¢ per each check drawn. The average float is deducted from the average bank balance. This makes a net collected balance. The legal Federal Reserve requirements of 13% is deducted from the collected balance and the remainder then becomes the loanable balance. An earned allowance of 3% is then allowed on this balance. In the event the account has a service cost in excess of the amount earned, a charge is made for the difference.

(d) Returned checks:

If checks are returned for "insufficient funds," a charge of $2.00 is made against the customer's account. If the check is paid and an overdraft is created the customer's account is charged $2.00. In both instances an advice is sent to the customer showing the disposition of the check.

(e) Non Par Checks:

10¢ up to $25.00. A slightly graduated charge for each check up to $500.00 when the charge is 65¢. Above

$500.00 the charge is 1/8 of 1%.

II. COLLECTION CHARGES

A charge of 50¢ is made for each item we send out for collection for our customer's. If drafts are received for collection the following charge is made:

25¢ up to $100.00
35¢ between 100.00 - $250.00
65¢ between 250.00 - 500.00
$1.00 for each draft between $500.00 and $1,000.00. On all drafts over $1,000.00 the rate is 1/8 of 1% with the maximum of $10.00.

III. SAFE DEPOSIT BOXES

$5.00 per year plus Federal Tax on our small boxes.
11.00 per year plus Federal Tax on our middle size boxes.
18.00 per year plus Federal Tax on our large size boxes.

IV. NIGHT DEPOSITORY BAGS

A basic rate of $10.00 per year is made. A second bag is given without additional cost; With the third bag there is an additional cost of $5.00.

V. LOANS

Loans secured by accounts receivable carry a rate of 7%. Most other loans carry a rate of 6% except those above $10,000.00 when the rate drops to 5½% on listed securities and Government securities. Construction loans are handled at 6% rate with a construction loan charge of 1½% up to $50,000.00. Above $50,000.00 the rate is 6% plus 1%. On all permanent loans a charge of $10.00 is made for appraisal fee. We charge 5½% on loans secured by passbooks of Savings & Loan Associations. We have a minimum charge on 30 day notes of $4.00; on 60 day notes of $5.00; and 90 day notes of $6.00.

In our Installment Loan Department the interest rate is 6% per annum on the original balance except loans on new automobiles carry a rate of 5½%. Savings accounts of $500.00 have a 5% rate. We have a basic late charge of 5¢ per $1.00 payment with the maximum charge of $2.00. This late charge is collected after the loan payment is more than seven (7) days past due.

GOG: 26.011

SECTION: Miscellaneous

TOPIC: Antitrust Actions - Agreements Between Banks

PAGE: 1 of 2 DATE: February 26, 1964

MEMORANDUM TO: Executive Vice Presidents - National Bank
Presidents - Affiliate Banks

None of us would like to go to jail. None of us would like to be fined. With these thought in mind, I call your attention to the results of the civil and criminal antitrust actions against 17 Minnesota banks, the First Bank Stock Corporation and the Duluth Clearing House Association.

They were fined a total of $253,000.

Consent judgements resulted in setting forth the following antitrust guidelines for banks in general:

1. Agreements between banks to fix uniform service charges on checking accounts or to exchange data relating to service charges is prohibited. This reaffirms the consent decree in the case of the Hunterdon County Trust Company of New Jersey in 1962.

2. Agreements between banks to fix interest rates on deposits are prohibited.

3. Agreements between banks to fix the rate of interest, terms and conditions of any loans are prohibited except where the other bank is an actual party to the negotiations or the loan transaction itself.

4. Agreements between banks to restrict the advertising of interest or loan rates, service charges or other services rendered bank customers, or the media used for such advertising are prohibited.

5. Clearing Houses are prohibited from engaging in any activity except to effect the daily exchanges between members and the payment of the balances resulting from such exchanges and activities relating to civic, charitable, educational or eleemosynary promotions.

6. Agreements between banks to restrict the solicitation of business from correspondent banks are prohibited.

7. Agreement between banks concerning the furnishing of bank drafts, stationery, bank supplies or other gifts to correspondent banks are prohibited.

8. Agreements between banks to restrict absorption of exchange charges, or absorption of loss on securities, for correspondent banks are prohibited.

9. Agreements between banks to fix rebates or commissions on loans originated by correspondent banks are prohibited.

All three judgements state specifically that "transactions or communications solely between a registered bank holding company under the Bank Holding Company Act of 1956, or any servicing subsidiary of such bank holding company, and subsidiaries of such bank holding company recognized as such under such Act, shall be deemed to be transactions and communications not prohibited by this Final Judgment, . . ."

Please do review these carefully and keep them in mind in your dealings with your local competitors. Should there be any questions about any of the items, let's be sure we talk with someone else before we decide to do anything that might cause us to get into trouble with the antitrust folks.

Joseph A. Hall, III
Vice President and Comptroller

E-702-A

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DX-277

McDONOUGH CONSTRUCTION COMPANY
OF GEORGIA
Industrial and Commercial Contractors

P. O. BOX 1738
ATLANTA 1, GEORGIA

January 7, 1960
(Dictated 1/6/60)

Mr. Joe Hall
The Citizens and Southern National Bank
Atlanta, Georgia

Dear Joe:

I am enclosing the following information on our Chambleee property per our discussion today.

1. Map of Greater Atlanta showing the location of Broad Street. There are plans to extend Broad Street under the Southern Railway track and tie it into Stone Mountain Road and this, of course, could open up our property and makeit much more accessible to residents east of the Southern Railway tracks. I could get you information on this from DeKalb County or the State Highway Department. Dr. W. F. Mosher, Councilman for the City of Chamblee, has been handling the negotiations for this with DeKalb County and he might also talk to you about it if you are interested in more information on it.

2. Copy of Drawing No. 524 showing in black the property we have offered to the Post Office Department for a new Chamblee Post Office, and showing in red a site of approximately four acres adjoining the above referenced site out of which we could set aside land for a bank assuming you are interested in it.

   We also have about six acres of land available on Irvindale Drive which has about 175' of frontage on Old Peachtree Road, although the Southern Railway Industrial Lead Track and Irvindale Drive itself takes up much of the frontage. The site marked "E", however, is available even though it may well be too small.

3. A group of pictures of the property on which we have shown for illustrative purposes only a "building" in red. You will note that a building erected on this property will have

a good view from the Boulevard all the way from the Chamblee-Dunwoody Road.

I understand that a recent study made by DeKalb County School Board which Dr. Mosher worked on with Mr. Jim Cherry, Superintendent of Schools, indicated an anticipated heavy growth west of the Peachtree Industrial Boulevard. If you would like to talk to Bill Mosher, who is also Mayor Pro Tem, you can reach him at the Chamblee Animal Hospital, 5220 Peachtree Industrial Boulevard, Telephone: GLendale 7-5246. I believe he could give you more statistical information on Chamblee and its future growth than anyone I know.

I believe any good site in the proximity of the Chamblee City Hall would be a good location for a bank and assuming the Post Office Department does go ahead with our property at the corner of Broad Street and Irvindale Drive (which is the old Chamblee Animal Hospitalsite), then the site adjoining it should have excellent business potential.

I will stop by and talk to you again later on in the week.

Very truly yours,

McDONOUGH CONSTRUCTION CO. OF GA.

W. C. Lee, President

WCL:hb
Enc.

DX-278

ATLANTA MAIL OFFICE

January 29, 1960

Mr. Willis D. Lane, Jr.
President

Re: Chamblee and Belvedere Surveys

I called Mrs. Ethel Miebscher, who is making a survey of the Chamblee area and also the Belvedere area in an attempt to determine the business potential of each area.

She said that she will have most of the information in by Monday of next week and it will take her several days to put it together. She promised to call me back Wednesday or Thursday of next week about the final report.

She offered the comment that quite a number of the people that were interviewed expressed a very strong feeling about needing a bank. This was both in the Chamblee area and in the Belvedere area. Apparently they have received some very unfavorable comments about the Glenwood National Bank and a noticeable portion of the people interviewed commented that another bank is needed in that area.

Of the two areas she said it looked like the greatest potential lay in the Chamblee area. However, she felt both of them were proving to be better than the Forest Park area which was the other area that she surveyed for us.

Just as soon as this information is in I will contact Les Bailey again about the formal application blanks.

Sincerely,

Joseph A. Hall, III
Vice President &
Comptroller

E-705

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FILED IN CLERK'S OFFICE
DEC 2 1971
CLAUDE L. GOZA, Clerk
By: Deputy Clerk

DX-300

UNITED STATES OF AMERICA,

Plaintiff,

-vs-

THE CITIZENS AND SOUTHERN NATIONAL BANK, ET AL,

Defendants.

CIVIL ACTION

NO. 15823

FIRST INTERROGATORIES OF DEFENDANT
CITIZENS AND SOUTHERN SOUTH DEKALB BANK
TO THE PLAINTIFF

Comes now defendant, the Citizens and Southern South DeKalb Bank, in accordance with Rule 33 and other applicable Rules of the Federal Rules of Civil Procedure, and propounds the following written interrogatories to be answered by the plaintiff in writing under oath.

INTRODUCTION AND DEFINITIONS

A. These interrogatories seek answers as of the date hereof, and, as to those interrogatories addressed to matters falling within Rule 26(e)(1) and (2) of the Federal Rules of Civil Procedure, shall be deemed to be continuing, requiring the plaintiff to serve upon defendant such further answers promptly after plaintiff has acquired additional knowledge or information relating in any way to those interrogatories.

B. As used herein, the term "document" is used in its customary broad sense to include, without limitation, the following items, whether printed, or recorded, or filmed, or reproduced by any process, or written or produced by

hand, and whether or not claimed to be privileged against discovery on any ground, and whether an original, master or copy, namely: agreements; communications, including intra-company or intra-agency communications; correspondence; cablegrams, radio-grams and telegrams; notes and memoranda; summaries, minutes and records of telephone conversations, meetings and conferences, including lists of persons attending meetings or conferences, summaries and records of personal conversations or interviews; books, manuals, publications and diaries; laboratory and engineering reports and notebooks; charts; plans; sketches and drawings; photographs; reports and/or summaries of investigations and/or surveys; opinions and reports of consultants; opinions of counsel; reports and summaries of negotiations; brochures; pamphlets; catalogs and catalog sheets; advertisements; circulars; trade letters; press, publicity, trade and product releases; drafts of original or preliminary notes on, and marginal comments appearing on, any document; other reports and records; and any other information-containing paper, writing or physical thing.

C. As used herein, "identify", or to state the "identity" of, means:

(1) in the case of a person, to state:

a. name;

b. last known residence;

c. employer or business affiliation;

d. occupation and business position held;

(2) in the case of a bank, company, or other organization, to state:

a. name;

b. place of incorporation or other organization;

c. principal place of business;

d. identity of person(s) having knowledge of the matter with respect to which the company is named;

(3) in the case of a document, to state:

a. the identity of the person(s) that prepared it, the sender and recipient(s), if any;

b. the title or a description of the general nature of its subject matter;

c. the date of preparation;

d. the date(s) and manner of distribution and publication, if any;

e. the location(s) of each copy and the identity of the present custodian(s);

f. the identity of person(s) that can identify it;

g. if privilege is claimed, the specific basis therefor.

In lieu of the foregoing, a copy may be supplied.

(4) in the case of an act, to state:

a. a description of the act;

b. when it occurred;

c. where it occurred;

d. the identity of the persons performing said act (or in the case of an omission, failing to act);

e. the identity of all persons who have knowledge, information or belief about the act;

f. when the act or omission first became known to the government, identifying the individuals who first had such knowledge;

g. the circumstances and manner in which the government first obtained such knowledge.

INTERROGATORIES

1.

A. Will plaintiff contend that the proposed reorganization of defendants, as allegedly referred to in paragraph 37 of the complaint, may substantially lessen actual competition (as distinguished from "potential" competition) or tend to create a monopoly in:

(a) Georgia;

(b) the Atlanta Standard Metropolitan Statistical Area as delineated by the Office of Statistical Standards of the Bureau of Budget;

(c) the Atlanta Area as defined in the complaint;

(d) North Fulton County as defined in the complaint;

(e) Fulton County;

(f) DeKalb County;

(g) any other geographic area of the country,

if so describe in detail the boundaries of that geographic area;

B. If the answer is affirmative as to (a), (b), (c), (d), (e), (f) or (g) above, describe in detail the effect on actual competition you contend may or will result and/or the factors you contend may or will tend to create a monopoly in the area named;

C. If the answer as to any of subparagraphs (a)-(g) above is affirmative, state as to each such affirmative answer: (i) each specific service and each specific product of commercial banking as to which said competitive

effect will be felt and the amount thereof; (ii) the geographic area which plaintiff contends is the relevant geographic market to determine such effect; (iii) the identity of the persons, banking organizations, bank offices or other businesses as to which competition may or will be affected;

D. State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

2.

A. Will plaintiff contend that the proposed merger of C&S Chamblee with C&S Emory, as alleged in paragraph 46 of the complaint may substantially lessen actual competition (as distinguished from "potential" competition) or tend to create a monopoly in:

(a) Georgia;

(b) the Atlanta Standard Metropolitan Statistical Area as delineated by the Office of Statistical Standards of the Bureau of Budget;

(c) the Atlanta Area as defined in the complaint;

(d) North Fulton County as defined in the complaint;

(e) Fulton County;

(f) DeKalb County;

(g) any other geographic area of the country, if so describe in detail the boundaries of that geographic area;

B. If the answer is affirmative as to (a), (b), (c), (d), (e), (f) or (g) above, describe in detail the effect

on actual competition you contend may or will result and/or the factors you contend may or will tend to create a monopoly in the area named;

C. If the answer as to any of the subparagraphs (a)-(g) above is affirmative, state as to each such affirmative answer: (i) each specific service and each specific product of commercial banking as to which said competitive effect will be felt and the amount thereof; (ii) the geographic area which plaintiff contends is the relevant geographic market to determine such effect; (iii) the identity of the persons, banking organizations, bank offices or other businesses as to which competition may or will be affected;

D. State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

3.

A. Will plaintiff contend that the proposed merger of C&S Park National with C&S Emory, as alleged in paragraph 46 of the complaint may substantially lessen actual competition (as distinguished from "potential" competition) or tend to create a monopoly in:

(a) Georgia;

(b) the Atlanta Standard Metropolitan Statistical Area as delineated by the Office of Statistical Standards of the Bureau of Budget;

(c) the Atlanta Area as defined in the complaint;

(d) North Fulton County as defined in the complaint;

(e) Fulton County;

(f) DeKalb County;

(g) any other geographic area of the country,

and if so describe in detail the boundaries of that geographic area;

B. If the answer is affirmative as to (a), (b), (c), (d), (e), (f) or (g) above, describe in detail the effect on actual competition you contend may or will result and/or the factors you contend may or will tend to create a monopoly in the area named;

C. If the answer as to any of subparagraphs (a)-(g) above is affirmative, state as to each such affirmative answer: (i) each specific service and each specific product of commercial banking as to which said competitive effect will be felt and the amount thereof; (ii) the geographic area which plaintiff contends is the relevant geographic market to determine such effect; (iii) the identity of the persons, banking organizations, bank offices or other businesses as to which competition may or will be affected;

D. State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

4.

A. Will Plaintiff contend that the proposed merger of C&S South DeKalb with C&S Emory, as alleged in paragraph 46 of the complaint may substantially lessen actual competition (as distinguished from "potential" competition) or tend to create a monopoly in:

(a) Georgia;

(b) the Atlanta Standard Metropolitan Statistical Area as delineated by the Office of Statistical Standards of the Bureau of Budget;

(c) the Atlanta Area as defined in the complaint;

(d) North Fulton County as defined in the complaint;

(e) Fulton County;

(f) DeKalb County;

(g) any other geographic area of the country,

and if so describe in detail the boundaries of that geographic area;

B. If the answer is affirmative as to (a), (b), (c), (d), (e), (f) or (g) above, describe in detail the effect on actual competition you contend may or will result and/or the factors you contend may or will tend to create a monopoly in the area named;

C. If the answer as to any of subparagraphs (a)-(g) above is affirmative, state as to each such affirmative answer: (i) each specific service and each specific product of commercial banking as to which said competitive effect will be felt and the amount thereof; (ii) the geographic area which plaintiff contends is the relevant geographic market to determine such effect; (iii) the identity of the persons, banking organizations, bank offices or other businesses as to which competition may or will be affected;

D. State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

A. Will plaintiff contend that the proposed merger of C&S Sandy Springs with C&S East Point, as alleged in paragraph 46 of the complaint may substantially lessen actual competition (as distinguished from "potential" competition) or tend to create a monopoly in:

(a) Georgia;

(b) the Atlanta Standard Metropolitan Statistical Area as delineated by the Office of Statistical Standards of the Bureau of Budget;

(c) the Atlanta Area as defined in the complaint;

(d) North Fulton County as defined in the complaint;

(e) Fulton County;

(f) DeKalb County;

(g) any other geographic area of the country, and if so describe in detail the boundaries of that geographic area;

B. If the answer is affirmative as to (a), (b), (c), (d), (e), (f) or (g) above, describe in detail the effect on actual competition you contend may or will result and/or the factors you contend may or will tend to create a monopoly in the area named;

C. If the answer as to any of subparagraphs (a)-(g) above is affirmative, state as to each such affirmative answer: (i) each specific service and each specific product of commercial banking as to which said competitive effect will be felt and the amount thereof; (ii) the geographic

area which plaintiff contends is the relevant geographic market to determine such effect; (iii) the identity of the persons, banking organizations, bank offices or other businesses as to which competition may or will be affected;

D. State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

6.

A. Will plaintiff contend that the proposed merger of C&S North Fulton with C&S East Point, as alleged in paragraph 46 of the complaint may substantially lessen actual competition (as distinguished from "potential" competition) or tend to create a monopoly in:

(a) Georgia;

(b) the Atlanta Standard Metropolitan Statistical Area as delineated by the Office of Statistical Standards of the Bureau of Budget;

(c) the Atlanta Area as defined in the complaint;

(d) North Fulton County as defined in the complaint;

(e) Fulton County;

(f) DeKalb County;

(g) any other geographic area of the country, and if so describe in detail the boundaries of that geographic area;

B. If the answer is affirmative as to (a), (b), (c), (d), (e), (f) or (g) above, describe in detail the effect on actual competition you contend may or will result and/or

the factors you contend may or will tend to create a monopoly in the area named;

C. If the answer as to any of subparagraphs (a)-(g) above is affirmative, state as to each such affirmative answer: (i) each specific service and each specific product of commercial banking as to which said competitive effect will be felt and the amount thereof; (ii) the geographic area which plaintiff contends is the relevant geographic market to determine such effect; (iii) the identity of the persons, banking organizations, bank offices or other businesses as to which competition may or will be affected;

D. State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

7.

With regard to your answers to the preceding interrogatories, does the plaintiff claim any specific injury to:

(a) Any specific bank or any specific bank customer(s) by virtue of the contended effects of the alleged lessening of actual competition or tendency to create a monopoly as defined in your answers above;

(b) Identify each alleged injury, identify each bank and/or bank customer(s) allegedly injured;

(c) If no specific injury is claimed, describe in detail the other injuries claimed;

(d) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

8.

With regard to your answers to the preceding interrogatories, does the plaintiff claim any specific injury to:

(a) Any specific group, organization or association of banks, or any group, organization or association of bank customers by virtue of the contended effects of the alleged lessening of actual competition or tendency to create a monopoly as defined in your answers above;

(b) Identify each alleged injury, and identify each group, organization or association of banks, or any group, organization or association of bank customers allegedly so injured;

(c) If no specific injury is claimed, describe in detail the other injuries claimed;

(d) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

9.

Identify the trade or commerce allegedly unlawfully restrained when C&S National, et al, allegedly entered into a combination with C&S Sandy Springs, et al, (paragraph 38) whereby those two defendants combined to do the things alleged in paragraph 34, and in respect thereto:

(a) Identify the persons or organizations between or among whom trade or competition was allegedly unreasonably restrained, the amount of trade so restrained, and state when, how and exactly in what manner said trade or competition was so restrained;

(b) Identify the products or services as to which competition was restrained as a result of said initial organization;

(c) Describe in detail the geographic area in which such trade or competition was allegedly unreasonably restrained;

(d) Identify with particularity and specificity the effects of said alleged unlawful restraint of competition;

(e) Identify specifically all persons or organizations who plaintiff claims were injured by virtue of said effects and describe said injury;

(f) Is the combination alleged illegal in and of itself? If so, state in detail how and in what manner.

(g) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

10.

Identify the trade or commerce allegedly unlawfully restrained when C&S National, et al, allegedly entered into a combination with C&S Sandy Springs, et al, whereby C&S National and various persons associated with it contributed to the initial organization of C&S Sandy Springs (paragraph 34(1)), and in respect thereto:

(a) Identify the persons or organizations between or among whom trade or competition was allegedly unreasonably restrained, stating when, how and exactly in what manner said trade or competition was so restrained;

(b) Identify the products or services as to which competition was restrained as a result of said initial organization;

(c) Describe in detail the geographic area in which such trade or competition was allegedly unreasonably restrained;

(d) Identify with particularity and specificity the effects of said alleged unlawful restraint of competition;

(e) Identify specifically all persons or organizations who plaintiff claims were injured by virtue of said effects and describe said injury;

(f) Was the contribution of C&S National to the initial organization of C&S Sandy Springs illegal in and of itself? If so, state in detail how and in what manner.

(g) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

11.

Identify the trade or commerce allegedly unlawfully restrained when C&S National, et al, allegedly entered into a combination with C&S Sandy Springs, et al, whereby "C&S Holding acquired 5 percent of the outstanding shares of" C&S Sandy Springs (paragraph 34(2)), and in respect thereto:

(a) Identify the persons or organizations between or among whom trade or competition was allegedly unreasonably restrained, stating when, how and exactly in what manner said trade or competition was so restrained;

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(b) Identify the products or services as to which competition was restrained as a result of said initial organization;

(c) Describe in detail the geographic area in which such trade or competition was allegedly unreasonably restrained;

(d) Identify with particularity and specificity the effects of said alleged unlawful restraint of competition;

(e) Identify specifically all persons or organizations who plaintiff claims were injured by virtue of said effects and describe said injury;

(f) Was the acquisition by C&S Holding of 5% of the outstanding shares of C&S Sandy Springs illegal in and of itself? If so, state in detail how, and in what manner.

(g) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogarory.

12.

Identify the trade or commerce allegedly unlawfully restrained when C&S National allegedly entered into a combination with C&S Sandy Springs whereby "C&S National and various persons associated with it assisted in the sale of the remainder of the stock" of C&S Sandy Springs (paragraph 34(3)), and in respect thereto:

(a) Identify the persons or organizations between or among whom trade or competition was allegedly unreasonably

restrained, stating when, how and exactly in what manner said trade or competition was so restrained;

(b) Identify the products or services as to which competition was restrained as a result of said initial organization;

(c) Describe in detail the geographic area in which such trade or competition was allegedly unreasonably restrained;

(d) Identify with particularity and specificity the effects of said alleged unlawful restraint of competition;

(e) Identify specifically all persons or organizations who plaintiff claims were injured by virtue of said effects and describe said injury;

(f) Was the assistance provided by C&S National in the sale of the remainder of the stock of C&S Sandy Springs illegal? If so, state in detail how and in what manner;

(g) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

13.

Identify the trade or commerce allegedly unlawfully restrained when C&S National, et al, allegedly entered into a combination with C&S Sandy Springs, et al, whereby "C&S National provided mutually beneficial correspondent services" to C&S Sandy Springs (paragraph 34(4)), and in respect thereto:

(a) Identify the persons or organizations between or among whom trade or competition was allegedly unreasonably

restrained, stating when, how and exactly in what manner said trade or competition was so restrained;

(b) Identify the products or services as to which competition was restrained as a result of said initial organization;

(c) Describe in detail the geographic area in which such trade or competition was allegedly unreasonably restrained;

(d) Identify with particularity and specificity the effects of said alleged unlawful restraint of competition;

(e) Identify specifically all persons or organizations who plaintiff claims were injured by virtue of said effects and describe said injury;

(f) Is the provision by C&S National of the correspondent services alleged to C&S Sandy Springs illegal? If so, state in detail how and in what manner;

(g) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

14.

Identify the trade or commerce allegedly unlawfully restrained when C&S National, et al, allegedly entered into a combination with C&S Sandy Springs, et al, whereby "C&S National allowed [C&S Sandy Springs] to use the C&S logogram" (paragraph 34(5)), and in respect thereto:

(a) Identify the persons or organizations between or among whom trade or competition was allegedly unreasonably

restrained, stating when, how and exactly in what manner said trade or competition was so restrained;

(b) Identify the products or services as to which competition was restrained as a result of said initial organization;

(c) Describe in detail the geographic area in which such trade or competition was allegedly unreasonably restrained;

(d) Identify with particularity and specificity the effects of said alleged unlawful restraint of competition;

(e) Identify specifically all persons or organizations who plaintiff claims were injured by virtue or said effects and describe said injury;

(f) Is it illegal in and of itself for C&S National to allow C&S Sandy Springs to use the C&S logogram? If so, state in detail how and in what manner;

(g) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

15.

Identify the trade allegedly unlawfully restrained when C&S National, et al, allegedly entered into a combination with C&S Sandy Springs, et al, whereby "the C&S System provided [C&S Sandy Springs], in varying degrees, with personnel, management and operational assistance" (paragraph 34(6)), and in respect thereto:

(a) Identify the persons or organizations between or among whom trade or competition was allegedly unreasonably restrained, stating when, how and exactly in what manner said trade or competition was so restrained;

(b) Identify the products or services as to which competition was restrained as a result of said initial organization;

(c) Describe in detail the geographic area in which such trade or competition was allegedly unreasonably restrained;

(d) Identify with particularity and specificity the effects of said alleged unlawful restraint of competition;

(e) Identify specifically all persons or organizations who plaintiff claims were injured by virtue of said effects and describe said injury;

(f) Is it illegal in and of itself for the C&S System to provide C&S Sandy Springs with the assistance alleged? If so, state how and in what manner;

(g) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

16.

Identify the trade or commerce allegedly unlawfully restrained when C&S National, et al, allegedly entered into a combination with C&S Sandy Springs, et al, whereby "C&S National and [C&S Sandy Springs] have, in many instances, jointly determined the competitive strategy to be followed

in conducting the business of [C&S Sandy Springs]" (paragraph 34(7)), and in respect thereto:

(a) Identify the persons or organizations between or among whom trade or competition was allegedly unreasonably restrained, stating when, how and exactly in what manner said trade or competition was so restrained;

(b) Identify the products or services as to which competition was restrained as a result of said initial organization;

(c) Describe in detail the geographic area in which such trade or competition was allegedly unreasonably restrained;

(d) Identify with particularity and specificity the effects of said alleged unlawful restraint of competition;

(e) Identify specifically all persons or organizations who plaintiff claims were injured by virtue of said effects;

(f) Describe in detail each of the "many instances" referred to, identifying all persons and documents upon which plaintiff relies to support its answers to this subparagraph. Was each such incident or act of competitive strategy carried out?

(g) Describe in detail what restraint of trade resulted from each such "joint determination."

(h) State all facts and sources of information and identify all person and documents upon which plaintiff relies to support its answers to this interrogatory.

17-25.

Answer interrogatories 9 through 16 with respect to the alleged combination of C&S National with C&S Chamblee instead of C&S Sandy Springs.

26-34.

Answer interrogatories 9 through 16 with respect to the alleged combination of C&S National with C&S Park National instead of C&S Sandy Springs.

35-43.

Answer interrogatories 9 through 16 with respect to the alleged combination of C&S National with C&S South DeKalb instead of C&S Sandy Springs.

44-52.

Answer interrogatories 9 through 16 with respect to the alleged combination of C&S National with C&S North Fulton instead of C&S Sandy Springs.

53.

Referring to the relationships between the C&S System and each of C&S Chamblee, C&S Park National, C&S South DeKalb, C&S North Fulton and C&S Sandy Springs:

(a) Does the plaintiff contend that any element or elements of those relationships had a coercive or restrictive effect on outsiders?

(b) If the answer to the preceding subparagraph is affirmative, describe each said element, stating how and in what manner it had a coercive or restrictive effect on "outsiders", and identify the "outsiders" so affected;

(c) Will plaintiff contend at trial that any element or elements of those relationships should be conclusively presumed unreasonably to restrain competition? If so, describe in detail how, why and in what manner;

(d) Will plaintiff contend at trial that any element or elements of those relationships had as their main purpose the restraint of trade? If so, identify the trade so referred to;

(e) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

54.

(a) Does the plaintiff contend that the defendants, or any of them, engaged in predatory conduct?

(b) If the answer to subparagraph (a) is in the affirmative, describe said alleged predatory conduct in detail identifying the defendant alleged to have so engaged, the time, place and manner thereof and identify all individuals;

(c) Describe all instances, if any, where plaintiff contends that the defendants, or any of them, pooled their power in a manner which had adverse competitive effects on independent business entities, identifying said entities;

(d) Describe all arrangements between or among the defendants, or any of them, whereby they required third persons to engage in anticompetitive behavior, identifying said third persons and describing said required anticompetitive behavior in detail;

(e) State all facts and sources of information and

identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

55.

With regard to the allegations of paragraph 38 that C&S National and C&S Holding entered into a combination with C&S Sandy Springs to do things alleged by paragraph 34 to be in violation of Section 1 of the Sherman Act:

(a) Identify the "various other persons" who entered with C&S National and C&S Holding into the alleged combination with C&S Sandy Springs;

(b) Identify the alleged "various other persons" who entered with C&S Sandy Springs, into an alleged combination with C&S National and C&S Holding;

(c) Describe the association existing between the C&S and each such "various other persons";

(d) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

56.

With regard to the allegations of paragraph 39 that C&S National and C&S Holding entered into a combination with C&S Chamblee to do things alleged by paragraph 34 to be in violation of Section 1 of the Sherman Act:

(a) Identify the "various other persons" who entered with C&S National and C&S Holding into the alleged combination with C&S Chamblee;

(b) Identify the alleged "various other persons" who entered with C&S Chamblee, into an alleged combination with C&S National and C&S Holding;

(c) Describe the association existing between the C&S and each such "various other persons";

(d) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

57.

With regard to the allegations of paragraph 40 that C&S National and C&S Holding entered into a combination with C&S Tucker to do things alleged by paragraph 35 to be in violation of Section 1 of the Sherman Act:

(a) Identify the "various other persons" who entered with C&S National and C&S Holding into the alleged combination with C&S Tucker;

(b) Identify the alleged "various other persons" who entered with C&S Tucker, into an alleged combination with C&S National and C&S Holding;

(c) Describe the association existing between the C&S and each such "various other persons";

(d) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

58.

With regard to the allegations of paragraph 41 that C&S National and C&S Holding entered into a combination with C&S North Fulton to do things alleged by paragraph 34 to be in violation of Section 1 of the Sherman Act:

(a) Identify the "various other persons" who entered with C&S National and C&S Holding into the alleged combination with C&S North Fulton;

(b) Identify the alleged "various other persons" who entered with C&S North Fulton, into an alleged combination with C&S National and C&S Holding;

(c) Describe the association existing between the C&S and each such "various other persons";

(d) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

59.

With regard to the allegations of paragraph 42 that C&S National and C&S Holding entered into a combination with C&S Park National to do things alleged by paragraph 34 to be in violation of Section 1 of the Sherman Act:

(a) Identify the "various other persons" who entered with C&S National and C&S Holding into the alleged combination with C&S Park National;

(b) Identify the alleged "various other persons" who entered with C&S Park National, into an alleged combination with C&S National and C&S Holding;

(c) Describe the association existing between the C&S and each such "various other persons";

(d) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

60.

With regard to the allegations of paragraph 43 that C&S National and C&S Holding entered into a combination with C&S South DeKalb to do things alleged by paragraph 34 to be in violation of Section 1 of the Sherman Act:

(a) Identify the "various other persons" who entered with C&S National and C&S Holding into the alleged combination with C&S South DeKalb;

(b) Identify the alleged "various other persons" who entered with C&S South DeKalb, into an alleged combination with C&S National and C&S Holding;

(c) Describe the association existing between the C&S and each such "various other persons";

(d) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

61.

With regard to the allegations of paragraph 34 of the complaint:

(a) Identify each of the "various persons" referred to in each instance in said paragraph;

(b) Identify with specificity the "personnel and management" referred to therein;

(c) Describe in detail the "correspondent services" referred to therein, and state how and what manner said correspondent services differ from those provided by other banks to their correspondents;

(d) Describe in detail each instance of "the competitive strategy" referred to therein;

(e) Describe in detail the "operational assistance" referred to therein;

(f) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

62.

(a) Identify each of the "various persons" alleged by paragraph 13 of the complaint to have combined with the defendants;

(b) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

63.

(a) Identify each of the "acts performed" by such various persons as alleged in paragraph 13 of the complaint.

(b) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

64.

(a) With regard to the allegation of paragraph 13 of the complaint that "various persons" have "otherwise contributed to the futherance" of alleged violations (herein referred to as "Other Contributions"), identify each of said Other Contributions in the same manner as you are asked to identify an act [Definition C.(4)];

(b) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

65.

(a) Referring to paragraph 14 of the complaint, is it plaintiff's contention that the term "Atlanta Area" includes cities, towns and municipalities within DeKalb and Fulton County, Georgia?

(b) If so, state what cities, towns and municipalities are contended by plaintiff to be included therein;

(c) Give the precise boundaries of the "Atlanta Area."

66.

(a) Referring to paragraph 15 of the complaint, state what cities, towns and municipalities are included within the term "North Fulton County" as used in the complaint;

(b) Give the precise boundaries of "North Fulton County";

(c) With regard to the complaint's reference to "Fulton County [e.g. para. 30] and DeKalb County" [e.g. para. 25], state what cities, towns and municipalities are intended by plaintiff to be included within said counties for purposes of the complaint.

67.

A. With regard to paragraph 48 of the complaint, what will be plaintiff's contention as to (i) the specific relevant geographic market, or markets, if more than one is contended, and (ii) the specific relevant product market or markets (and submarkets if any are contended) in which to measure the alleged affects of:

(a) The agreements of C&S Chamblee, C&S Park National, and C&S South DeKalb to merge into C&S Emory;

(b) The agreements of C&S Sandy Springs and C&S North Fulton to merge into C&S East Point;

(c) The "joint...effect of the aforesaid agreements to merge" as alleged in said paragraph;

(d) Does plaintiff agree that "relevant geographic market" as used above is synonymous with "section of

the country" as that latter phrase is used in §7 of the Clayton Act? If the answer is negative, describe, in detail, the difference in meaning between the two phrases.

B. With regard to paragraph 48 of the complaint, what will be plaintiff's contention as to (i) the specific relevant geographic market, or markets, if more than one is contended, and (ii) the specific relevant product market or markets (and submarkets if any are contended) in which to measure:

(a) The joint effects; and

(b) The several effects;

of the violations of the Sherman Act alleged in paragraph 44 of the complaint.

68.

(a) With regard to the use of the word "the combination" in paragraph 16 of the complaint, describe each and every element of said "combination" which is included within the complaint's use of the term "C&S System" as defined.

(b) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

69.

Is it plaintiff's contention that all commercial banks perform all the functions and/or services mentioned in paragraph 17 of the complaint?

(a) If the answer to the preceding interrogatory is in the negative, name the banks made defendant herein which do not perform all such functions and services, listing

the functions and services not performed or performed only to a minor or negligible degree by each such bank;

(b) Name and describe the location of the remaining banks encompassed within the Atlanta Area as defined in the complaint and where said banks have more than one banking office, answer this interrogatory as to each such office;

(c) State whether any of said banks or bank offices do not perform all such functions and services, and if any do not, state the function and/or services not performed by each.

70.

(a) With regard to the allegations set out in paragraph 17 of the complaint (the role of commercial banks), state all facts and sources of information and identify all persons and documents upon which plaintiff relies to support those allegations.

(b) What other types of financial institutions perform any or all of the services described in paragraph 17 of the complaint?

(c) In each area plaintiff will contend at trial is a relevant geographic market as stated in answer to interrogatory 67, named in descending order of importance the other financial institutions and the services performed by them.

71.

With regard to the allegations set out in paragraph 18 of the complaint (C&S National in Atlanta), state all facts and sources of information and identify all persons

and documents upon which plaintiff relies to support those allegations.

72.

With regard to the allegations set out in paragraph 19 of the complaint (C&S Emory), state all facts and sources of information and identify all persons and documents upon which plaintiff relies to support those allegations.

73.

With regard to the allegations set out in paragraph 20 of the complaint (C&S National, DeKalb, and Emory in DeKalb County), state all facts and sources of information and identify all persons and documents upon which plaintiff relies to support those allegations.

74.

With regard to the allegations set out in paragraph 21 of the complaint (C&S Chamblee), state all facts and sources of information and identify all persons and documents upon which plaintiff relies to support those allegations.

75.

With regard to the allegations set out in paragraph 22 of the complaint (C&S Park National), state all facts and sources of information and identify all persons and documents upon which plaintiff relies to support those allegations.

76.

With regard to the allegations set out in paragraph 23 of the complaint (C&S South DeKalb), state all facts

and sources of information and identify all persons and documents upon which plaintiff relies to support those allegations.

77.

With regard to the allegations set out in paragraph 24 of the complaint (C&S Tucker), state all facts and sources of information and identify all persons and documents upon which plaintiff relies to support those allegations.

78.

With regard to the allegations set out in paragraph 25 of the complaint (DeKalb County Market), state all facts and sources of information and identify all persons and documents upon which plaintiff relies to support those allegations.

79.

With regard to the allegations set out in paragraph 26 of the complaint (C&S East Point), state all facts and sources of information and identify all persons and documents upon which plaintiff relies to support those allegations.

80.

With regard to the allegations set out in paragraph 27 of the complaint (C&S North Fulton), state all facts and sources of information and identify all persons and documents upon which plaintiff relies to support those allegations.

81

With regard to the allegations set out in paragraph 28 of the complaint (C&S Sandy Springs), state all facts

and sources of information and identify all persons and document upon which plaintiff relies to support those allegations.

82.

With regard to the allegations set out in paragraph 29 of the complaint (North Fulton County Market), state all facts and sources of information and identify all persons and documents upon which plaintiff relies to support those allegations.

83.

With regard to the allegations set out in paragraph 30 of the complaint (Fulton County Market), state all facts and sources of information and identify all persons and documents upon which plaintiff relies to support those allegations.

84.

With regard to the allegations set out in paragraph 31 of the complaint (Atlanta Area Market), state all facts and sources of information and identify all persons and documents upon which plaintiff relies to support those allegations.

85.

Referring to paragraph 18 of the complaint, what criterion (e.g. deposits, assets, number of offices) was used by plaintiff to characterize C&S National as the "largest banking organization" in the Atlanta Area?

86.

With reference to paragraphs 20-31 of the complaint:

A. Identify each bank office and each bank organization in:

(a) DeKalb County;

(b) North Fulton County;

(c) Fulton County;

(d) the Atlanta Area as defined in the complaint;

(e) the Atlanta Standard Metropolitan Statistical Area as defined by the Bureau of Standards.

B. As to each such bank so named, state:

(a) The amount and percentage of deposits held by that bank office and banking organization;

(b) The amount of net loans and discounts of each such office and organization;

(c) As to all such answers state the date as to which the figures contained in your answers are accurate;

(d) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

87.

Referring to paragraph 25 of the complaint wherein it is alleged that DeKalb County is "a concentrated banking market", state:

(a) What in specific detail, do the words "concentrated banking market" mean;

(b) What specific number of commercial banks must hold what specific percentage of commercial bank deposits in a given banking market for that market to be characterized by plaintiff as "concentrated";

(c) Do different numbers or different percentages result in characterization of a given banking market as something other than "concentrated" (for example, "highly concentrated," "deconcentrated," "unconcentrated"), and if so, state the criteria for each of said characterizations;

(d) Does plaintiff ever consider any other criteria in determining the concentration of a banking market? If so, describe such criteria and give details of how their consideration applies to the relevant market in this case.

(e) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

88.

Referring to paragraph 25 of the complaint, identify each of the "four largest banking organizations" referred to therein and state as to each of such organizations what percentage of total county deposits is held by that organization, stating as to all figures the date on which you claim they are accurate.

89.

Referring to paragraph 26 of the complaint, identify all other banks, banking offices, and banking organizations which account for that percentage of total Fulton County deposits not alleged to be accounted for by C&S National and C&S East Point.

90.

(a) Referring to paragraph 29 of the complaint, identify each of the "five commercial banks" referred to therein

and as to each such, state what dollar amount and percentage of total North Fulton County deposits are held by that bank office and/or bank organization;

(b) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

91.

(a) Referring to paragraph 30 of the complaint, identify each of the "four largest banking organizations" referred to therein and as to each such, state what dollar amount and percentage of total Fulton County deposits are held by that bank organization;

(b) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

92.

(a) Referring to paragraph 31 of the complaint, identify each of the "four largest banking organizations" referred to therein and as to each such, state what dollar amount and percentage of total Atlanta Are deposits are held by that bank organization;

(b) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

93.

(a) On what date did: (i) the Atlanta Area; (ii) Fulton County; (iii) North Fulton County; (iv) DeKalb County, become a concentrated banking market;

(b) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

94.

(a) Referring to paragraph 33 of the complaint, identify "the major Atlanta banks" referred to therein;

(b) Identify the "various relationships with suburban banks" referred to therein, describing each such relationship in detail and identifying each "major Atlanta bank" and the "suburban bank" who were parties to those relationships;

(c) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

95.

(a) Will the plaintiff contend that C&S Sandy Springs has, at any time from the date of its organization until the present, been an independent competitive force;

(b) If the answer to the preceding subparagraph is in the affirmative, state during what period of time it is contended that C&S Sandy Springs was an independent competitive force;

(c) Describe in detail each fact on which the government relies to support that contention;

(d) Describe in detail the geographic area as to which the government contends that C&S Sandy Springs was an independent competitive force;

(e) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

96.

(a) Identify each instance known to plaintiff when a business decision affecting its competitive posture was made by C&S Sandy Springs independent of the C&S National Bank or the C&S System;

(b) Identify each instance in the competitive bahavior of C&S Sandy Springs which the plaintiff contends evidences that C&S Sandy Springs has since its organization acted independently of C&S National Bank or the C&S System;

(c) Does the plaintiff contend that C&S Sandy Springs should have, from the date of its organization, competed against C&S National as if those two banks were independent competitors;

(d) Does the government contend that there were no pro-competitive effects from the initial organization of C&S Sandy Springs;

(e) If the answer to the preceding interrogatory is in the negative, identify each and every pro-competitive effect referred to;

(f) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

97.

(a) Identify each instance known to plaintiff when a business decision affecting its competitive posture was

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made by C&S Chamblee independent of the C&S National Bank or the C&S System;

(b) Identify each instance in the competitive behavior of C&S Chamblee which the plaintiff contends evidences that C&S Chamblee has since its organization acted independently of C&S National Bank or the C&S System;

(c) Does the plaintiff contend that C&S Chamblee should have, from the date of its organization, competed against C&S National as if those two banks were independent competitors;

(d) Does the government contend that there were no pro-competitive effects from the initial organization of C&S Chamblee;

(e) If the answer to the preceding interrogatory is in the negative, identify each and every pro-competitive effect referred to;

(f) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

98.

(a) Identify each instance known to plaintiff when a business decision affecting its competitive posture was made by C&S Tucker independent of the C&S National Bank or the C&S System;

(b) Identify each instance in the competitive behavior of C&S Tucker which the plaintiff contends evidences that C&S Tucker has since its organization acted independently of C&S National Bank or the C&S System;

(c) Does the plaintiff contend that C&S Tucker should have, from the date of its organization, competed against C&S National as if those two banks were independent competitors;

(d) Does the government contend that there were no pro-competitive effects from the initial organization of C&S Tucker;

(e) If the answer to the preceding interrogatory is in the negative, identify each and every pro-competitive effect referred to;

(f) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

99.

(a) Identify each instance known to plaintiff when a business decision affecting its competitive posture was made by C&S North Fulton independent of the C&S National Bank or the C&S System.

(b) Identify each instance in the competitive behavior of C&S North Fulton which the plaintiff contends evidences that C&S North Fulton has since its organization acted independently of C&S National Bank or the C&S System.

(c) Does the plaintiff contend that C&S North Fulton should have, from the date of its organization, competed against C&S National as if those two banks were independent competitors;

(d) Does the government contend that there were no pro-competitive effects from the initial organization of C&S North Fulton;

(e) If the answer to the preceding interrogatory is in the negative, identify each and every pro-competitive effect referred to;

(f) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

100.

(a) Identify each instance known to plaintiff when a business decision affecting its competitive posture was made by C&S Park National independent of the C&S National Bank or the C&S System;

(b) Identify each instance in the competitive behavior of C&S Park National which the plaintiff contends evidences that C&S Park National has since its organization acted independently of C&S National Bank or the C&S System;

(c) Does the plaintiff contend that C&S Park National should have, from the date of its organization, competed against C&S National as if those two banks were independent competitors;

(d) Does the government contend that there were no pro-competitive effects from the initial organization of C&S Park National;

(e) If the answer to the preceding interrogatory is in the negative, identify each and every pro-competitive effect referred to;

(f) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

101.

(a) Identify each instance known to plaintiff when a business decision affecting its competitive posture was made by C&S South DeKalb;

(b) Identify each instance in the competitive behavior of C&S South DeKalb which the plaintiff contends evidences that C&S South DeKalb has since its organization acted independently of C&S National Bank or the C&S System;

(c) Does the plaintiff contend that C&S South DeKalb should have, from the date of its organization, competed against C&S National as if those two banks were independent competitors;

(d) Does the government contend that there were no pro-competitive effects from the initial organization of C&S South DeKalb;

(e) If the answer to the preceding interrogatory is in the negative, identify each and every pro-competitive effect referred to;

(f) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

102.

(a) Will the plaintiff contend at trial that C&S Chamblee has, at any time from the date of its organization until the present, been an independent competitive force;

(b) If the answer to the preceding subparagraph is in the affirmative, state during what period of time it is contended that C&S Chamblee was an independent competitive force;

(c) Describe in detail each fact on which the government relies to support that contention;

(d) Describe in detail the geographic area as to which the government contends that C&S Chamblee was an independent competitive force;

(e) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

103.

(a) Will the plaintiff contend at trial that C&S Tucker has, at any time from the date of its organization until the present, been an independent competitive force;

(b) If the answer to the preceding subparagraph is in the affirmative, state during what period of time it is contended that C&S Tucker was an independent competitive force;

(c) Describe in detail each fact on which the government relies to support that contention;

(d) Describe in detail the geographic area as to which the government contends that C&S Tucker was an independent competitive force;

(e) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

104.

(a) Will the plaintiff contend at trial that C&S North Fulton has, at any time from the date of its organization until the present, been an independent competitive force;

(b) If the answer to the preceding subparagraph is in the affirmative, state during what period of time it is contended that C&S North Fulton was an independent competitive force;

(c) Describe in detail each fact on which the government relies to support that contention;

(d) Describe in detail the geographic area as to which the government contends that C&S North Fulton was an independent competitive force;

(e) State all facts amd sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

105.

(a) Will the plaintiff contend at trial that C&S Park National has, at any time from the date of its organization until the present, been an independent competitive force;

(b) If the answer to the preceding subparagraph is in the affirmative, state during what period of time it is contended that C&S Park National was an independent competitive force;

(c) Describe in detail each fact on which the government relies to support that contention;

(d) Describe in detail the geographic area as to which the government contends that C&S Park National was an independent competitive force;

(e) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

106.

(a) Will the plaintiff contend at trial that C&S South DeKalb has, at any time from the date of its organization until the present, been an independent competititive force;

(b) If the answer to the preceding subparagraph is in the affirmative, state during what period of time it is contended that C&S South DeKalb was an independent competitive force;

(c) Describe in detail each fact on which the government relies to support that contention;

(d) Describe in detail the geographic area as to which the government contends that C&S South DeKalb was an independent competitive force;

(e) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

107.

(a) Does the government contend in this complaint that the 1965 acquisition of C&S Tucker as alleged in paragraph 35 of the complaint is in violation of Section 7 of the Clayton Act for which relief is here sought?

(b) If the answer to the preceding subparagraph is in the affirmative, describe each factor which supports said contention;

(c) If the answer to subparagraph (a) of this interrogatory is in the negative, describe each factor which supports that determination;

(d) If the answer to subparagraph (a) is in the negative, describe each factor which distinguishes the acquisition of C&S Tucker in 1965 from the fact situation attacked as violative of Section 7 in this complaint;

(e) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

108.

(a) Does the government contend in this complaint that the 1960 organization of C&S Chamblee as alleged in paragraph 36 of the complaint is in violation of Section 7 of the Clayton Act for which relief is here sought?

(b) If the answer to the preceding subparagraph is in the affirmative, describe each factor which supports said contention;

(c) If the answer to subparagraph (a) of this interrogatory is in the negative, describe each factor which supports that determination;

(d) If the answer to subparagraph (a) is in the negative, describe each factor which distinguishes the organization of C&S Chamblee in 1960 from the fact situation attacked as violative of Section 7 in this complaint;

(e) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

109.

(a) Does the government contend in this complaint that the 1967 organization of C&S North Fulton as alleged

in paragraph 36 of the complaint is in violation of Section 7 of the Clayton Act for which relief is here sought?

(b) If the answer to the preceding subparagraph is in the affirmative, describe each factor which supports said contention;

(c) If the answer to subparagraph (a) of this interrogatory is in the negative, describe each factor which supports that determination;

(d) If the answer to subparagraph (a) is in the negative, describe each factor which distinguishes the organization of C&S North Fulton in 1967 from the fact situation attacked as violative of Section 7 in this complaint;

(e) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

110.

(a) Does the government contend in this complaint that the 1967 organization of C&S Park National as alleged in paragraph 36 of the complaint is in violation of Section 7 of the Clayton Act for which relief is here sought?

(b) If the answer to the preceding subparagraph is in the affirmative, describe each factor which supports said contention;

(c) If the answer to subparagraph (a) of this interrogatory is in the negative, describe each factor which supports that determination;

(d) If the answer to subparagraph (a) is in the negative, describe each factor which distinguishes the organization

of C&S Park National in 1967 from the fact situation attacked as violative of Section 7 in this complaint;

(e) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

111.

(a) Does the government contend in this complaint that the 1969 organization of C&S South DeKalb as alleged in paragraph 36 of the complaint is in violation of Section 7 of the Clayton Act for which relief is here sought?

(b) If the answer to the preceding subparagraph is in the affirmative, describe each factor which supports said contention;

(c) If the answer to subparagraph (a) of this interrogatory is in the negative, describe each factor which supports that determination;

(d) If the answer to subparagraph (a) is in the negative, describe each factor which distinguishes the organization of C&S South DeKalb in 1969 from the fact situation attacked as violative of Section 7 in this complaint;

(e) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

112.

(a) Does the government contend in this complaint that the 1959 organization of C&S Sandy Springs as alleged in paragraph 36 of the complaint is in violation of Section 7 of the Clayton Act for which relief is here sought?

(b) If the answer to the preceding subparagraph is in the affirmative, describe each factor which supports said contention;

(c) If the answer to subparagraph (a) of this interrogatory is in the negative, describe each factor which supports that determination;

(d) If the answer to subparagraph (a) is in the negative, describe each factor which distinguishes the organization of C&S Sandy Springs in 1959 from the fact situation attacked as violative of Section 7 in this complaint;

(e) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

113.

(a) Referring to paragraph 48 of the complaint, does the plaintiff contend that the plans of acquisition would, if effectuated, tend to create a monopoly?

(b) If so, describe in detail exactly how and in what manner said reorganizations would tend to create a monopoly.

114.

Referring to paragraph 48(c) of the complaint, state whether the words "concentration...will be substantially increased" mean anything other than or more than that by reason of the proposed plans of reorganization the separate corporate entities of C&S Chamblee, C&S Park National, C&S South DeKalb, C&S North Fulton and C&S Sandy Springs will disappear, and that if the plans are consummated, the

commercial banking business of the C&S System will increase to the extent of such business presently done by each of said banks. If so, give full explanatory details.

115.

(a) State whether or not plaintiff contends that concentration in a market, in and of itself, is unlawful;

(b) State whether plaintiff contends that any and all mergers in a concentrated market are unlawful;

(c) Describe in detail each and every way in which actual competition between and among the defendants has been and will be eliminated and unreasonably restrained as alleged in paragraph 48(a) of the complaint;

(d) Describe in detail each and every way in which competition in general has been and will be substantially lessened as alleged in subparagraph (b) of paragraph 48 of the complaint;

(e) Describe in detail each and every way in which plaintiff contends that potential for increased competition between and among the defendants has been and will be eliminated and unreasonably restrained.

116.

Referring to paragraph 47 of the complaint, does the government contend that the several effects of each of the aforesaid agreements to merge, taken separately, constitute a violation of Section 7 of the Clayton Act.

117.

(a) Does the plaintiff contend that any defendant named herein has violated the Bank Holding Company Act of 1956 [Act of May 9, 1956 (70 Stat. 1330)], as amended?

(b) If the answer to the preceding subparagraph is in the affirmative, describe in detail the facts of each such alleged violation;

(c) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

118.

(a) Has the plaintiff received any communication, oral or written, from any bank, bank customer, bank association, bank organization or other individual or group commenting upon the proposed reorganization of the C&S System?

(b) If the answer to the preceding subparagraph is in the affirmative, state as to each communication the following: (i) the identity of the person making such communication; (ii) the identity of the person to whom such communication was made; (iii) the date or dates thereof if said communication was written, identify each document reflecting such writing; (iv) if such communication was oral, identify each and every document which reflects or relates in any way to the subject of said oral communication.

119.

A. Will plaintiff contend at trial that the proposed reorganization of defendants, as allegedly referred to in paragraph 37 of the complaint, will substantially lessen potential competition or tend to create a monopoly in:

(a) Georgia;

(b) the Atlanta Standard Metropolitan Statistical Area as delineated by the Office of Statistical Standards of the Bureau of Budget;

(c) the Atlanta Area as defined in the complaint;

(d) North Fulton County as defined in the complaint;

(e) Fulton County;

(f) DeKalb County;

(g) any other geographic area of the country,

and if so describe precisely the boundaries of that area.

B. If the answer is affirmative as to (a), (b), (c), (d), (e), (f), or (g) above, describe in detail the effect on potential competition and/or the factors tending to create a monopoly in the area named.

C. If the answer as to any of subparagraphs (a)-(g) above is affirmative, state as to each such affirmative answer: (i) each specific service and each specific product of commercial banking as to which said competitive effect will be felt; (ii) the geographic area which plaintiff contends is the relevant geographic market to determine such effect; (iii) the identity of the persons, banking organizations, bank offices or other businesses as to which competition will be affected.

D. State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

120.

A. Will plaintiff contend at trial that the proposed merger of C&S Chamblee with C&S Emory, as alleged in paragraph 46 of the complaint will substantially lessen potential competition or tend to create a monopoly in:

(a) Georgia;

(b) the Atlanta Standard Metropolitan Statistical Area as delineated by the Office of Statistical Standards of the Bureau of Budget;

(c) the Atlanta Area as defined in the complaint;

(d) North Fulton County as defined in the complaint;

(e) Fulton County;

(f) DeKalb County;

(g) any other geographic area of the country,

and if so describe precisely the boundaries of that area.

B. If the answer is affirmative as to (a), (b), (c), (d), (e), (f), or (g) above, describe in detail the effect on potential competition and/or the factors tending to create a monopoly in the area named.

C. If the answer as to any of subparagraphs (a)-(g) above is affirmative, state as to each such affirmative answer: (i) each specific service and each specific product of commercial banking as to which said competitive effect will be felt; (ii) the geographic area which plaintiff contends is the relevant geographic market to determine such effect; (iii) the identity of the persons, banking organizations, bank offices or other businesses as to which competition will be affected.

D. State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

121.

A. Will plaintiff contend at trial that the proposed merger of C&S Park National with C&S Emory, as alleged in

paragraph 46 of the complaint will substantially lessen potential competition or tend to create a monopoly in:

(a) Georgia;

(b) the Atlanta Standard Metropolitan Statistical Area as delineated by the Office of Statistical Standards of the Bureau of Budget;

(c) the Atlanta Area as defined in the complaint;

(d) North Fulton County as defined in the complaint;

(e) Fulton County;

(f) DeKalb County;

(g) any other geographic area of the country,

and if so describe precisely the boundaries of that area.

B. If the answer is affirmative as to (a), (b), (c), (d), (e), (f), or (g) above, describe in detail the effect on potential competition and/or the factors tending to create a monopoly in the area named.

C. If the answer as to any of subparagraphs (a)-(g) above is affirmative, state as to each such affirmative answer: (i) each specific service and each specific product of commercial banking as to which said competitive effect will be felt; (ii) the geographic area which plaintiff contends is the relevant geographic market to determine such effect; (iii) the identity of the persons, banking organizations, bank offices or other businesses as to which competition will be affected.

D. State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

A. Will plaintiff contend at trial that the proposed merger of C&S South DeKalb with C&S Emory, as alleged in paragraph 46 of the complaint will substantially lessen potential competition or tend to create a monopoly in:

(a) Georgia;

(b) the Atlanta Standard Metropolitan Statistical Area as delineated by the Office of Statistical Standards of the Bureau of Budget;

(c) the Atlanta Area as defined in the complaint;

(d) North Fulton County as defined in the complaint;

(e) Fulton County;

(f) DeKalb County;

(g) any other geographic area of the country,

and if so describe precisely the boundaries of that area.

B. If the answer is affirmative as to (a), (b), (c), (d), (e), (f), or (g) above, describe in detail the effect on potential competition and/or the factors tending to create a monopoly in the area named.

C. If the answer as to any of subparagraphs (a)-(g) above is affirmative, state as to each such affirmative answer: (i) each specific service and each specific product of commercial banking as to which said competitive effect will be felt; (ii) the geographic area which plaintiff contends is the relevant geographic market to determine such effect; (iii) the identity of the persons, banking organizations, bank offices or other businesses as to which competition will be affected.

D. State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

123.

A. Will plaintiff contend at trial that the proposed merger of C&S Sandy Springs with C&S East Point, as alleged in paragraph 46 of the complaint will substantially lessen potential competition or tend to create a monopoly in:

(a) Georgia;

(b) the Atlanta Standard Metropolitan Statistical Area as delineated by the Office of Statistical Standards of the Bureau of Budget;

(c) the Atlanta Area as defined in the complaint;

(d) North Fulton County as defined in the complaint;

(e) Fulton County;

(f) DeKalb County;

(g) any other geographic area of the country,

and if so describe precisely the boundaries of that area.

B. If the answer is affirmative as to (a), (b), (c), (d), (e), (f), or (g) above, describe in detail the effect on potential competition and/or the factors tending to create a monopoly in the area named.

C. If the answer as to any of subparagraphs (a)-(g) above is affirmative, state as to each such affirmative answer: (i) each specific service and each specific product of commercial banking as to which said competitive effect will be felt; (ii) the geographic area which plaintiff contends is the relevant geographic market to determine such effect;

(iii) the identity of the persons, banking organizations, bank offices or other businesses as to which competition will be affected.

D. State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

124.

A. Will plaintiff contend at trial that the proposed merger of C&S North Fulton with C&S East Point, as alleged in paragraph 46 of the complaint will substantially lessen potential competition or tend to create a monopoly in:

(a) Georgia;

(b) the Atlanta Standard Metropolitan Statistical Area as delineated by the Office of Statistical Standards of the Bureau of Budget;

(c) the Atlanta Area as defined in the complaint;

(d) North Fulton County as defined in the complaint;

(e) Fulton County;

(f) DeKalb County;

(g) any other geographic area of the country,

and if so describe precisely the boundaries of that area.

B. If the answer is affirmative as to (a), (b), (c), (d), (e), (f), or (g) above, describe in detail the effect on potential competition and/or the factors tending to create a monopoly in the area named.

C. If the answer as to any of subparagraphs (a)-(g) above is affirmative, state as to each such affirmative answer: (i) each specific service and each specific product

of commercial banking as to which said competitive effect will be felt; (ii) the geographic area which plaintiff contends is the relevant geographic market to determine such effect; (iii) the identity of the persons, banking organizations, bank offices or other businesses as to which competition will be affected.

D. State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

125.

With regard to your answers to the preceding six interrogatories, does the plaintiff claim a specific injury will result to:

(a) Any specific bank or any specific bank customer(s) by virtue of the effects of the alleged lessening of potential competition or tendency to create a monopoly as defined in your answers above;

(b) Identify each alleged potential injury, identify each bank and/or bank customer(s) allegedly injured;

(c) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

126.

With regard to any field investigation conducted by the plaintiff in connection with the applications for permission to merge filed by C&S Emory and C&S East Point to the Federal Deposit Insurance Corporation:

(a) Identify the person or persons conducting the investigation for plaintiff;

(b) State the inclusive dates during which said field investigation was conducted;

(c) Identify each and every person interviewed or contacted by plaintiff's investigators and identify each and every document reflecting said interviews resulting therefrom;

(d) Identify all persons supplying information to plaintiff's investigators and describe the information so supplied;

(e) Identify all documents reflecting or referring to such information received from persons supplying information to the plaintiff's investigators;

(f) Describe all information developed by plaintiff's field investigation which related particularly to (i) C&S North Fulton, (ii) C&S Sandy Springs, (iii) C&S Chamblee, (iv) C&S Park National, (v) C&S South DeKalb, (vi) C&S Tucker;

(g) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

127.

(a) Identify each individual who plaintiff has interviewed or otherwise communicated with relevant to this matter who has knowledge of any facts believed to support plaintiff's allegations stated in the complaint;

(b) Identify each individual who plaintiff has interviewed or otherwise communicated with relative to this matter who has knowledge of any facts which may be contrary to any of plaintiff's allegations made in the complaint;

(c) Identify each individual, organization, or association not a part of the federal government, who plaintiff through any regulatory or executive agency has supplied with information, documents or otherwise concerning any of the matters involved in this lawsuit, and/or concerning the applications of defendants to the Federal Deposit Insurance Corporation, identifying separately and in detail such information and documents so supplied.

128.

State whether plaintiff has any question as to the authenticity or genuineness of any of the documents submitted to the Federal Deposit Insurance Corporation as a part of or in support of the application of the Citizens and Southern Bank of East Point for prior written consent to acquire the assets of and to assume liability to pay deposits made in the Citizens and Southern Bank of Sandy Springs and the Citizens and Southern Bank of North Fulton and the application of the Citizens and Southern Emory Bank for prior written consent to acquire the assets of and to assume liability to pay deposits made in the Citizens and Southern Bank of Chamblee, the Citizens and Southern Bank of Tucker, the Citizens and Southern Park National Bank, and the Citizens and Southern South DeKalb Bank (hereinafter jointly referred to as "Applications").

129.

State whether plaintiff has any question as to the mathematical accuracy of any of the data in any of the documents submitted to the Federal Deposit Insurance Corporation in connection with the Applications, and, if so, identify all such data claimed to be mathematically inaccurate and state with respect to each item thereof:

(a) The figure plaintiff contends is incorrect;

(b) The figure plaintiff contends is the correct figure;

(c) The manner by which plaintiff derived the figure claimed by it to be correct; and,

(d) State all facts and sources of information and identify all persons and documents upon which plaintiff relies to support its answers to this interrogatory.

130.

(a) Identify separately every document in the possession or control of the Board of Governors of the Federal Reserve System, the Comptroller of the Currency, the Federal Deposit Insurance Corporation, or any other department, branch or agency of the United States of America which plaintiff has examined in connection with this case;

(b) Identify separately every document, including transcripts, pleadings, orders, or other papers involved in any other lawsuits, hearings, investigations, or other similar proceedings, which relate in any way to any of the issues involved in this lawsuit which plaintiff has examined in connection with this case.

131.

(a) Identify each person whom plaintiff expects to

call as an expert witness at the trial of this matter;

(b) State the subject matter on which each such expert is expected to testify;

(c) State the substance of the facts and opinions to which each such expert is expected to testify and a summary of the ground for each opinion.

132.

Identify each individual who has assisted in the preparation of answers to these interrogatories.

DATED this 2nd day of December, 1971.

DANIEL B. HODGSON

MICHAEL A. DOYLE

JOHN K. TRAIN

WALTER M. GRANT

OF COUNSEL:

ALSTON, MILLER & GAINES
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PHILIP L. ROACHE, JR., ESQUIRE
1150 17th Street, N. W.
Washington, D. C. 20036

CERTIFICATE OF SERVICE

This is to certify that I have this day served a copy of the foregoing "First Interrogatories of Defendant Citizens and Southern South DeKalb Bank to the Plaintiff" by personally delivering a copy of same to:

Donald A. Kinkaid, Esq.
Attorney, Department of Justice
Antitrust Division
1776 Peachtree Street, N. W.
Suite 420
Atlanta, Georgia 30309

This 2nd day of December, 1971.

MICHAEL A. DOYLE

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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA, Plaintiff, v. CITIZENS AND SOUTHERN NATIONAL BANK, CITIZENS AND SOUTHERN HOLDING COMPANY, CITIZENS AND SOUTHERN EMORY BANK, CITIZENS AND SOUTHERN BANK OF EAST POINT, CITIZENS AND SOUTHERN BANK OF CHAMBLEE, CITIZENS AND SOUTHERN PARK NATIONAL BANK, CITIZENS AND SOUTHERN SOUTH DEKALB BANK, CITIZENS AND SOUTHERN BANK OF TUCKER, CITIZENS AND SOUTHERN BANK OF NORTH FULTON, AND CITIZENS AND SOUTHERN BANK OF SANDY SPRINGS, Defendants.	Civil Action No. 15823 Filed: November 2, 1971

PLAINTIFF'S ANSWERS TO FIRST INTERROGATORIES OF DEFENDANT CITIZENS AND SOUTHERN SOUTH DEKALB BANK

The answers propounded herein are made without waiving, but on the contrary reserving: (1) the right to object, on the grounds of relevancy, materiality, competency, privilege or any other ground, to the use of said answers, for any purpose, in whole or in part, in any subsequent step or proceeding in this action or any other action; (2) the right to object on any and all grounds, at any time, to other interrogatories or other discovery procedure involving or relating to the subject matter of the interrogatories herein answered; and (3) the right, at any time, to revise, correct, add to or clarify any of said answers propounded herein.

Plaintiff notes that the meaning of those subparagraphs of defendants' interrogatories which, like Interrogatory 9(g), request that plaintiff "state all facts and sources of information and identify all persons and documents upon which

plaintiff relies to support its answers" to the interrogatories, is unclear. Where plaintiff is asked to identify "persons and documents upon which plaintiff relies" to support answers containing or setting forth ultimate contentions, it appears that plaintiff, in effect, is being asked to identify its trial witnesses and exhibits. At this stage of the proceedings such identification would, of course, be clearly premature, as well as impossible. Stating the "sources of information...upon which plaintiff relies" could raise the same problem, since such sources could be only "persons and documents." Finally, stating "all facts... upon which plaintiff relies" could mean "all evidentiary facts" rather than the ultimate facts which are stated in the answers; presentation of all evidentiary facts is, of course, the function of trial, not pre-trial. Since plaintiff does not believe that defendants' request was intended to convey any of these objectionable meanings, plaintiff has interpreted that request as asking for the identity of persons or documents possessing or containing information used by plaintiff in answering the interrogatories.

Answer to Interrogatory 1

This interrogatory, although purportedly directed to allegations in paragraph 37 of the Complaint, inquires about something, namely "the proposed reorganization of defendants," that was not referred to in that or any other paragraph of the Complaint. Nor is plaintiff aware of what defendants intend to convey by this phrase. In paragraph 37 of the Complaint, however, plaintiff did refer to regulatory approval of the proposed mergers of C&S Chamblee, C&S Park National and C&S South DeKalb with C&S Emory and C&S Sandy Springs and C&S North Fulton with C&S East Point. Plaintiff will, therefore, answer this interrogatory in terms of those proposed mergers.

In this interrogatory plaintiff, in effect, is asked whether it will contend that consummation of the proposed mergers may substantially lessen competition or tend to create a monopoly by virtue of the elimination of actual competition existing between or among defendants. Plaintiff will not contend that consummation of any of the proposed mergers may tend to create a monopoly in any section of the country. At this time, however, plaintiff cannot definitively state whether or not it will contend that actual competition exists between and among defendants. A determination of this issue requires knowledge concerning the extent, if any, to which C&S Chamblee, C&S Park National, C&S South DeKalb, C&S Sandy Springs, and C&S North Fulton, make independent decisions in conducting their respective businesses despite the existence of the combinations referred to in paragraphs 38, 39, 40, 41, 42, and 43 of the Complaint, and, if so, the extent of competition

between and among defendants. Absent discovery, plaintiff does not have knowledge sufficient to make such determinations.

Answer to Interrogatory 2

For the reasons set forth in Answer to Interrogatory 1, plaintiff cannot definitively answer this interrogatory absent discovery except to the extent the answer is incorporated in the Answer to Interrogatory 1.

Answer to Interrogatory 3

For the reasons set forth in Answer to Interrogatory 1, plaintiff cannot definitively answer this interrogatory absent discovery except to the extent the answer is incorporated in the Answer to Interrogatory 1.

Answer to Interrogatory 4

For the reasons set forth in Answer to Interrogatory 1, plaintiff cannot definitively answer this interrogatory absent discovery except to the extent the answer is incorporated in the Answer to Interrogatory 1.

Answer to Interrogatory 5

For the reasons set forth in Answer to Interrogatory 1, plaintiff cannot definitively answer this interrogatory absent discovery except to the extent the answer is incorporated in the Answer to Interrogatory 1.

Answer to Interrogatory 6

For the reasons set forth in Answer to Interrogatory 1, plaintiff cannot definitively answer this interrogatory absent discovery except to the extent the answer is incorporated in the Answer to Interrogatory 1.

Answer to Interrogatory 7

Plaintiff does not allege any specific injury to any specific bank(s) or any specific bank customer(s) by virtue

of consummation of the proposed mergers. Plaintiff's allegations are as described in Answer to Interrogatory 8.

Answer to Interrogatory 8

(a) - (c) Plaintiff does not allege any specific injury to any specific group, organization or association of banks, or any specific group, organization or association of bank customers. However, plaintiff does allege that all individuals, partnerships, corporations and other organizations which have need of commercial banking services in the Atlanta area may be adversely affected by virtue of the consummation of the proposed mergers. Such adversely affected customers in general would be those who reside or conduct business in the Atlanta area. Such customers may be adversely affected because competition in commercial banking in the Atlanta area and various portions thereof may be substantially lessened as a consequence of the fact that significant actual competition, if such exists, and the significant actual competition between and among the defendant commercial banks which would exist absent the combinations alleged, will be permanently eliminated; that commercial banking customers in the Atlanta area and portions thereof would be deprived of significant commercial banking alternatives; that the defendants, combined, would control an undue share of the commercial banking markets in DeKalb County, Fulton County, North Fulton County, the Atlanta area, or some portions of the foregoing and that concentration in commercial banking in such areas would be substantially increased.

(d) In answering this interrogatory, plaintiff relied on information contained in the documents identified in Answer to Interrogatory 71.

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Answer to Interrogatory 9

The trade or commerce which plaintiff presently believes has been and continues to be unlawfully restrained by the alleged combination of C&S National, et al., and C&S Sandy Springs, et al., consists of the products and services, both severally and in the aggregate, in which such commercial banks deal. The principal banking "products" are various kinds of bank credit such as unsecured personal and business loans, mortgage loans, loans secured by securities or accounts receivable, automobile installment and consumer goods installment loans, and bank credit cards. Banking services include acceptance of demand deposits; acceptance of time and savings deposits; estate and trust planning and trusteeship services; correspondent services and investment advice.

At the present time, plaintiff is without sufficient knowledge to state specifically each of the areas of commercial banking activity in which each of the defendant commercial banks has engaged or presently engages. However, plaintiff believes that each of the defendant commercial banks offers demand deposit accounts and many of the other products and services generally provided by commercial banks. Also, plaintiff is, at present, without sufficient knowledge to state whether all of the areas of commercial banking in which C&S National, et al., and C&S Sandy Springs engage have been adversely affected as a consequence of the combination or whether only certain areas have been adversely affected.

(a) Competition between the members of the C&S System, C&S Sandy Springs and other defendant commercial banks has been and continues to be restrained as a result of the

combination between C&S National, et al., and C&S Sandy Springs, et al., to create a legally independent bank, C&S Sandy Springs, and thereafter jointly direct the business activity of C&S Sandy Springs in such a way as to restrict or eliminate competition between C&S Sandy Springs, the members of the C&S System and other defendant commercial banks. Plaintiff presently believes that competition has been restrained or eliminated from the date of the formation of C&S Sandy Springs. At the present time, plaintiff lacks sufficient knowledge to specify the amount of trade or commerce restrained during the existence of the combination, but plaintiff believes that the amount involved has been and is substantial.

(b) Plaintiff is unsure of the meaning of "said initial organization" as used in this interrogatory. If it refers to the formation of the combination, then see answer as to trade or commerce above.

(c) Competition has been and is continuing to be unreasonably restrained within the Atlanta area.

(d) - (e) Plaintiff believes that all individuals, partnerships, corporations and other organizations which have need of commercial banking services in the Atlanta area have been adversely affected as a consequence of the elimination of competition resulting from this combination and the other combinations alleged to exist. Such persons have been and are being deprived of the benefits of competition between the members of the C&S System, C&S Sandy Springs, and other defendant commercial banks.

(f) Yes. The combination eliminated competition between C&S Sandy Springs, members of the C&S System, and

other defendant commercial banks in providing the products and services in which these commercial banks deal. See also Answer to Interrogatory 16(f) and (g).

(g) In answering this interrogatory, plaintiff relied on information contained in the following documents:

1. Application to the FDIC by C&S Emory for approval to acquire the assets of and to assume liability to pay deposits made in, C&S Chamblee, C&S Park National and C&S South DeKalb (hereinafter referred to as "Emory Application").

2. Application to the FDIC by C&S East Point for approval to acquire the assets of and to assume liability to pay deposits made in, C&S Sandy Springs and C&S North Fulton (hereinafter referred to as "East Point Application").

3. Supplementary material submitted to the FDIC in support of the Emory Application and East Point Application (hereinafter referred to as the "Supplement").

4. Transcript of Conference between Mills B. Lane, Jr. and other C&S National and C&S Sandy Springs officers and Thomas J. O'Connell, Deputy General Counsel of the Federal Reserve System, and other officers of the Federal Reserve System and the Federal Reserve Bank of Atlanta, held in Washington, D.C. on April 24, 1968, In the Matter of Citizens and Southern National Bank and Subsidiaries (hereinafter referred to as "1968 Fed. Hearing").

5. Report of Special Study Committee prepared

by Georgia Bankers Association and adopted August 21, 1969, including Minutes of The Bank Holding Company Study Committee Meeting on August 18, 1969 and a Statement To The Legislative Banking Study Committee dated August 14, 1969, and signed by Mills B. Lane, Jr.

6. FDIC News Release PR-51-71 (10-5-71) with enclosures B-30 (10-4-71), B-31 (10-4-71) and B-32 (10-4-71) (hereinafter referred to as "FDIC News Release").

7. Deposition of Joseph A. Hall, III, taken on September 28, 1971, at 1200 C&S National Bank Building, Atlanta Georgia in the matter of Independent Bankers Association of Georgia, Inc. v. W. M. Jackson, et al.

8. Deposition of Mills B. Lane, Jr., taken on September 28, 1971, at 1200 C&S National Bank Building, Atlanta, Georgia, in the matter of Independent Bankers Association of Georgia, Inc. v. W. M. Jackson, et al.

Answer to Interrogatory 10

In this interrogatory plaintiff is apparently asked whether it contends that a separate illegal combination existed whereby C&S National and various persons associated with it contributed to the initial organization of C&S Sandy Springs. Plaintiff does not so contend. Plaintiff believes that such activity was undertaken pursuant to the combination described in Answer to Interrogatory 9.

(a), (b), (c), (d), (e), and (g) See corresponding portions of Answer to Interrogatory 9.

(f) Plaintiff does not presently intend to contend that the contribution of C&S National to the initial organization of C&S Sandy Springs was illegal in and of itself. But, see Answer to Interrogatory 16.

Answer to Interrogatory 11

In this interrogatory plaintiff is apparently asked whether it contends that a separate illegal combination exists whereby C&S Holding acquired 5 percent of the outstanding shares of C&S Sandy Springs. Plaintiff does not so contend. Plaintiff believes that this action was taken pursuant to the combination described in Answer to Interrogatory 9.

(a), (b), (c), (d), (e), and (g) See corresponding portions of Answer to Interrogatory 9.

(f) Plaintiff does not presently intend to contend that the acquisition of 5 percent of the outstanding shares of C&S Sandy Springs by C&S Holding was illegal in and of itself. But, see Answer to Interrogatory 16.

Answer to Interrogatory 12

In this interrogatory plaintiff is apparently asked whether it contends that a separate illegal combination exists whereby C&S National and various persons associated with it assisted in the sale of the remainder of the stock of C&S Sandy Springs. Plaintiff does not so contend. Plaintiff believes that such assistance was provided pursuant to the combination described in Answer to Interrogatory 9.

(a), (b), (c), (d), (e), and (g) See corresponding portions of Answer to Interrogatory 9.

(f) Plaintiff lacks sufficient knowledge as to the nature and effect of such assistance to determine if plaintiff will contend that it resulted in a violation of law. But, see Answer to Interrogatory 16.

Answer to Interrogatory 13

In this interrogatory plaintiff is apparently asked whether it contends that a separate illegal combination exists whereby C&S National provided mutually beneficial correspondent services to C&S Sandy Springs. Plaintiff does not so contend. Plaintiff believes that such services were provided pursuant to the combination described in Answer to Interrogatory 9.

(a), (b), (c), (d), (e), and (g) See corresponding portions of Answer to Interrogatory 9.

(f) Plaintiff does not contend that the provision of mutually beneficial correspondent services is illegal in and of itself. But, see Answer to Interrogatory 16.

Answer to Interrogatory 14

In this interrogatory plaintiff is apparently asked whether it contends that a separate illegal combination exists whereby C&S National allows C&S Sandy Springs to use the C&S logogram. Plaintiff does not so contend. Plaintiff believes that this was done pursuant to the combination described in Answer to Interrogatory 9.

(a), (b), (c), (d), (e), and (g) See corresponding portions of Answer to Interrogatory 9.

(f) Plaintiff does not presently intend to contend that C&S National's allowing C&S Sandy Springs to use the C&S logogram is illegal in and of itself. But, see Answer to Interrogatory 16.

Answer to Interrogatory 15

In this interrogatory plaintiff is apparently asked whether it contends that a separate illegal combination exists whereby the C&S System provided C&S Sandy Springs with personnel, management, and operational assistance. Plaintiff does not so contend. Plaintiff believes that such assistance has been provided pursuant to the combination described in Answer to Interrogatory 9.

(a), (b), (c), (d), (e), and (g) See corresponding portions of Answer to Interrogatory 9.

(f) Plaintiff lacks sufficient knowledge as to the

nature and effect of such assistance to determine whether the provision of such assistance was illegal in and of itself. But, see Answer to Interrogatory 16.

Answer to Interrogatory 16

In this interrogatory plaintiff is apparently asked whether it contends that a separate illegal combination exists whereby C&S National and C&S Sandy Springs have, in many instances, jointly determined the competitive strategy to be followed in conducting the business of C&S Sandy Springs. Plaintiff contends that the joint determination of competitive strategy has been and is the sine qua non of the combination between C&S National, et al., and C&S Sandy Springs, et al., to create a legally independent bank, C&S Sandy Springs, and thereafter jointly direct the business activity of C&S Sandy Springs in such a way as to restrict or eliminate competition between C&S Sandy Springs, the members of the C&S System, and other defendant commercial banks.

Plaintiff contends that the joint determination of competitive strategy alone is sufficient to condemn the combination alleged. However, as has been stated in answer to previous interrogatories, plaintiff believes that all of the relationships which are described in paragraph 34 were undertaken pursuant to the combination alleged and evidence its existence and illegal purpose and contributed to achieving the joint determination of competitive strategy, thereby restricting or eliminating competition.

(a), (b), (c), (d), and (e). See corresponding portions of Answer to Interrogatory 9.

(f) Absent discovery, plaintiff is unable to describe in detail each of the many instances of C&S National and C&S Sandy Springs jointly determining the competitive strategy to be followed in conducting the business of C&S Sandy Springs. Plaintiff believes that such instances include virtually all major decisions which have been made concerning the business activities of C&S Sandy Springs, including decisions as to interest rates and service charges on loans and deposits, banking hours, loans in excess of $25,000, employee salaries, and business development.

(g) Plaintiff is unable to describe in detail what restraint of trade resulted from each such joint determination. Collectively, they restricted or eliminated competition between C&S Sandy Springs, members of the C&S System and other defendant banks in unreasonable restraint of the trade or commerce previously described.

(h) See Answer to Interrogatory 9(g).

Answers to Interrogatories 17 through 24

The answers to these interrogatories are the same as the Answers to Interrogatories 9 through 16, respectively, except that the phrase, "C&S Chamblee" is substituted for the phrase "C&S Sandy Springs."

Answers to Interrogatories 26 through 33

The answers to these interrogatories are the same as the Answers to Interrogatories 9 through 16, respectively, except that the phrase, "C&S Park National" is substituted for the phrase "C&S Sandy Springs."

Answers to Interrogatories 35 through 42

The answers to these interrogatories are the same as the Answers to Interrogatories 9 through 16, respectively, except that the phrase, "C&S South DeKalb" is substituted

for the phrase "C&S Sandy Springs."

Answers to Interrogatories 44 through 51

The answers to these interrogatories are the same as the Answers to Interrogatories 9 through 16, respectively, except that the phrase, "C&S North Fulton" is substituted for the phrase "C&S Sandy Springs."

Answers to Interrogatories 25, 34, 43 and 52

Plaintiff believes that these are extraneous interrogatory numbers, without an analogous interrogatory.

Answer to Interrogatory 53

(a) Plaintiff does not presently contend that the relationships referred to in this interrogatory had a coercive or restrictive effect on outsiders. However, such an effect may have occurred which is unknown to plaintiff.

(b) See above.

(c) - (d) Plaintiff presently intends to contend that the combinations alleged to exist constitute per se violations of Section 1 of the Sherman Act in unreasonable restraint of the trade and commerce described in Answer to Interrogatories 9, 17, 26, 35, and 44 as a consequence of their purpose and effect of restricting or eliminating competition between members of the C&S System and the other defendant commercial banks. Plaintiff is unaware of what defendants consider the "main purpose" of the relationships to be.

(e) Not applicable.

Answer to Interrogatory 54

(a) Plaintiff is unsure of the meaning of the term "predatory conduct" as used in this interrogatory. If the term is intended to mean the use of economic coercion, then plaintiff does not presently contend that any of the

defendants have engaged in predatory conduct. However, such conduct may have been engaged in which is unknown to plaintiff.

(b) See above.

(c) Plaintiff is not presently aware of any such instances.

(d) Plaintiff is not presently aware of any such arrangements.

(e) Not applicable.

Answer to Interrogatory 55

(a) The "various other persons" who entered with C&S National and C&S Holding into the alleged combination with C&S Sandy Springs are those persons who participated in establishing, or in carrving out activities that resulted in, any of the relationships set forth in paragraph 34 with the knowledge or understanding that such relationship was part of, pursuant to, or would contribute to effectuating or furthering, the combination as it is more fully described in the Answers to Interrogatories 9 through 16. Such persons would include those persons, not employed by any member of the C&S System, who participated in the initial organization of C&S Sandy Springs with the knowledge or understanding defined above. The identities of all such persons are not known to plaintiff at this time. However, on the basis of information contained in the Supplement, plaintiff believes that the following persons can be identified by name (their addresses, business positions, etc., are already known to defendants):

Dr. William Cason

H. Dillon Winship, Jr.

Such persons would also include officers, directors or

employees of any member of the C&S System who acted on behalf of such member in performing any of the acts as defined above with the knowledge as defined above. For example, this group would include the officers of C&S National who were responsible for the decision to allow C&S Sandy Springs to use the C&S logogram, if such officers had the "knowledge or understanding" defined above. The identities of all such persons are not known to plaintiff at this time. However, on the basis of information contained in the Supplement, plaintiff believes that the following person can be identified by name (his address, business position, etc., are of course, already known to defendants):

Mills B. Lane, Jr.

Such persons would also include C&S personnel who transferred to C&S Sandy Springs with the knowledge or understanding that while working for C&S Sandy Springs they would be part of the joint direction of the business activities of C&S Sandy Springs referred to in the Answers to Interrogatories 9 through 16. The identities of such persons are not known to plaintiff at this time. Such persons may also include individuals not employed in any capacity by the C&S System, but who have some other connection with it, such as customers of C&S National, C&S Emory or C&S East Point, who purchased stock in C&S Sandy Springs intending to vote such stock in a way that would support and further the joint direction of the business activities of C&S Sandy Springs referred to in the Answers to Interrogatories 9 through 16. The identities of such persons are, however, not known to plaintiff at this time, although plaintiff believes that their existence is suggested

by the information contained in the Supplement.

There may be other persons not described herein who also joined with C&S National and C&S Holding in the alleged combination, but their existence and identities are not known at this time.

(b) The "various other persons" who entered with C&S Sandy Springs into the alleged combination with C&S National and C&S Holding are those persons who participated in establishing, or in carrying out activities that resulted in, any of the relationships set forth in paragraph 34 with the knowledge or understanding that such relationship was part of, pursuant to, or would contribute to effectuating or furthering, the combination as it is more fully described in the Answers to Interrogatories 9 through 16. Such persons would include officers, employees and directors of C&S Sandy Springs who acted on behalf of C&S Sandy Springs in performing any of the acts as defined above with the knowledge as defined above. The identities of all such persons are not known to plaintiff at this time. However, on the basis of information contained in the Supplement, plaintiff believes that the following persons can be identified by name (their addresses, business positions, etc., are, of course, already known to defendants):

Dr. William Cason

H. Dillon Winship, Jr.

There may be other persons not described herein who also joined with C&S Sandy Springs in the alleged combination, but their existence and identities are not known at this time.

(c) Assuming that the term "the C&S" means the C&S System, and assuming that the term "association" means the person's relationship with the C&S System in terms of being

an officer, employee, or director of a member of said System, or of being a customer of or a stockholder in such a member, the association existing between the C&S System and each of the persons identified in (a) and (b) is already known to defendants.

(d) As noted in (a) and (b) above, the information which plaintiff relied on in arriving at the descriptions and identifications set out therein is contained in the Supplement.

Answer to Interrogatory 56

(a) The "various other persons" who entered with C&S National and C&S Holding into the alleged combination with C&S Chamblee are those persons who participated in establishing, or in carrying out activities that resulted in, any of the relationships set forth in paragraph 34 with the knowledge or understanding that such relationship was part of, pursuant to, or would contribute to effectuating or furthering, the combination as it is more fully described in the Answers to Interrogatories 17 through 24. Such persons would include those persons, not employed by any member of the C&S System, who participated in the initial organization of C&S Chamblee with the knowledge or understanding defined above. Such persons would also include officers, directors or employees of any member of the C&S System who acted on behalf of such member in performing any of the acts as defined above with the knowledge as defined above. For example, this group would include the officers of C&S National who were responsible for the decision to allow C&S Chamblee to use the C&S logogram, if such officers had the "knowledge or understanding" defined above. Such persons would also include C&S personnel who transferred to C&S Chamblee with the

knowledge or understanding that while working for C&S Chamblee they would be part of the joint direction of the business activities of C&S Chamblee referred to in the Answers to Interrogatories 17 through 24. The identities of such persons are not known to plaintiff at this time. Such persons may also include individuals not employed in any capacity by the C&S System, but who have some other connection with it, such as customers of C&S National, C&S Emory or C&S East Point, who purchased stock in C&S Chamblee intending to vote such stock in a way that would support and further the joint direction of the business activities of C&S Chamblee referred to in the Answers to Interrogatories 17 through 24. The identities of such persons are, however, not known to plaintiff at this time, although plaintiff believes that their existence is suggested by the information contained in the Supplement.

There may be other persons not described herein who also joined with C&S National and C&S Holding in the alleged combination, but their existence and identities are not known at this time.

(b) The "various other persons" who entered with C&S Chamblee into the alleged combination with C&S National and C&S Holding are those persons who participated in establishing, or in carrying out activities that resulted in, any of the relationships set forth in paragraph 34 with the knowledge or understanding that such relationship was part of, pursuant to, or would contribute to effectuating or furthering, the combination as it is more fully described in the Answers to Interrogatories 17 through 24. Such persons would include officers, employees and directors of C&S Chamblee who acted on behalf of C&S Chamblee in performing any of the acts as

defined above with the knowledge as defined above. The identities of all such persons are not known to plaintiff at this time. However, on the basis of information contained in the Supplement, plaintiff believes that the following persons can be identified by name (their addresses, business positions, etc., are, of course, already known to defendants):

Frank L. Berry

Harry T. Fenn

E.K. Jamison

There may be other persons not described herein who also joined with C&S Chamblee in the alleged combination, but their existence and identities are not known at this time.

(c) Assuming that the term "the C&S" means the C&S System, and assuming that the term "association" means the person's relationship with the C&S System in terms of being an officer, employee, or director of a member of said System, or of being a customer of or a stockholder in such a member, the association existing between the C&S System and each of the persons identified in (b) is already known to defendants.

(d) As noted in (a) and (b) above, the information which plaintiff relied on in arriving at the descriptions and identifications set out therein is contained in the Supplement.

. . . Answer to Interrogatory 57

(a) The "various other persons" who entered with C&S National and C&S Holding into the alleged combination with C&S Tucker are those persons who participated in establishing, or in carrying out activities that resulted in, any of the relationships set forth in paragraph 35 with the knowledge or understanding that such relationship was part of, pursuant to, or would contribute to effectuating or furthering, the combination alleged in paragraph 40 of the Complaint. Such

persons would include officers, directors or employees of any member of the C&S System who acted on behalf of such member in performing any of the acts as defined above with the knowledge as defined above. For example, this group would include the officers of C&S National who were responsible for the decision to allow C&S Tucker to use the C&S logogram, if such officers had the "knowledge or understanding" defined above. The identities of such persons are not known to plaintiff at this time. Such persons would also include C&S personnel who transferred to C&S Tucker with the knowledge or understanding that while working for C&S Tucker they would be part of the joint direction of the business activities of C&S Tucker. The identities of all such persons are not known to plaintiff at this time. However, on the basis of the information contained in the Supplement, plaintiff believes that the following person can be identified by name (his address, business position, etc., are, of course, already known to defendants):

Gus L. Connelly

Such persons may also include individuals not employed in any capacity by the C&S System, but who have some other connection with it, such as customers of C&S National, C&S Emory or C&S East Point, who purchased stock in C&S Tucker intending to vote such stock in a way that would support and further the joint direction of the business activities of C&S Tucker. The identities of such persons are, however, not known to plaintiff at this time, although plaintiff believes that their existence is suggested by the information contained in the Supplement.

There may be other persons not described herein who also joined with C&S National and C&S Holding in the alleged

combination, but their existence and identities are not known at this time.

(b) The "various other persons" who entered with C&S Tucker into the alleged combination with C&S National and C&S Holding are those persons who participated in establishing, or in carrying out activities that resulted in, any of the relationships set forth in paragraph 35 with the knowledge or understanding that such relationship was part of, pursuant to, or would contribute to effectuating or furthering, the said combination. Such persons would include those persons, not employed by any member of the C&S System, who participated in the conversion of Bank of Tucker in 1965 into C&S Tucker with the knowledge or understanding defined above. The identities of such persons are not known to plaintiff at this time. Such persons would also include officers, employees and directors of C&S Tucker who acted on behalf of C&S Tucker in performing any of the acts as defined above with the knowledge as defined above. The identities of all such persons are not known to plaintiff at this time. However, on the basis of information contained in the Supplement, plaintiff believes that the following persons can be identified by name (their addresses, business positions, etc., are, of course, already known to defendants):

Julian J. Attaway

Gus L. Connelly

William C. Thornton, Jr.

There may be other persons not described herein who also joined with C&S Tucker in the alleged combination, but their existence and identities are not known at this time.

(c) Assuming that the term "the C&S" means the C&S

System, and assuming that the term "association" means the person's relationship with the C&S System in terms of being an officer, employee, or director of a member of said System, or of being a customer of or a stockholder in such a member, the association existing between the C&S System and each of the persons identified in (a) and (b) is already known to defendants.

(d) As noted in (a) and (b) above, the information which plaintiff relied on in arriving at the descriptions and identifications set out therein is contained in the Supplement.

Answer to Interrogatory 58

(a) The "various other persons" who entered with C&S National and C&S Holding into the alleged combination with C&S North Fulton are those persons who participated in establishing, or in carrying out activities that resulted in, any of the relationships set forth in paragraph 34 with the knowledge or understanding that such relationship was part of, pursuant to, or would contribute to effectuating or furthering, the combination as it is more fully described in the Answers to Interrogatories 44 through 51. Such persons would include those persons, not employed by any member of the C&S System, who participated in the initial organization of C&S North Fulton with the knowledge or understanding defined above. Such persons would also include officers, directors or employees of any member of the C&S System who acted on behalf of such member in performing any of the acts as defined above with the knowledge as defined above. For example, this group would include the officers of C&S National who were responsible for the decision to allow

C&S North Fulton to use the C&S logogram, if such officers had the "knowledge or understanding" defined above. Such persons would also include C&S personnel who transferred to C&S North Fulton with the knowledge or understanding that while working for C&S North Fulton they would be part of the joint direction of the business activities of C&S North Fulton referred to in the Answers to Interrogatories 44 through 51. The identities of such persons are not known to plaintiff at this time. Such persons may also include individuals not employed in any capacity by the C&S System, but who have some other connection with it, such as customers of C&S National, C&S Emory or C&S East Point, who purchased stock in C&S North Fulton intending to vote such stock in a way that would support and further the joint direction of the business activities of C&S North Fulton referred to in the Answers to Interrogatories 44 through 51. The identities of such persons are, however, not known to plaintiff at this time, although plaintiff believes that their existence is suggested by the information contained in the Supplement.

There may be other persons not described herein who also joined with C&S National and C&S Holding in the alleged combination, but their existence and identities are not known at this time.

(b) The "various other persons" who entered with C&S North Fulton into the alleged combination with C&S National and C&S Holding are those persons who participated in establishing, or in carrying out activities that resulted in, any of the relationships set forth in paragraph 34 with the knowledge or understanding that such relationship was

part of, pursuant to, or would contribute to effectuating or furthering, the combination as it is more fully described in the Answers to Interrogatories 44 through 51. Such persons would include officers, employees and directors of C&S North Fulton who acted on behalf of C&S North Fulton in performing any of the acts as defined above with the knowledge as defined above. The identities of such persons are not known to plaintiff at this time.

There may be other persons not described herein who also joined with C&S North Fulton in the alleged combination, but their existence and identities are not known at this time.

(c) Not applicable.

(d) As noted in (a) and (b) above, the information which plaintiff relied on in arriving at the descriptions set out therein is contained in the Supplement.

Answer to Interrogatory 59

(a) The "various other persons" who entered with C&S National and C&S Holding into the alleged combination with C&S Park National are those persons who participated in establishing, or in carrying out activities that resulted in, any of the relationships set forth in paragraph 34 with the knowledge or understanding that such relationship was part of, pursuant to, or would contribute to effectuating or furthering, the combination as it is more fully described in the Answers to Interrogatories 26 through 33. Such persons would include those persons, not employed by any member of the C&S System, who participated in the initial organization of C&S Park National with the knowledge or

understanding defined above. The identities of all such persons are not known to plaintiff at this time. However, on the basis of information contained in the Supplement, plaintiff believes that the following persons can be identified by name (their addresses, business positions, etc. are already known to defendants):

Hewitt H. Covington

Edward E. Elson

Ben Kohler, Jr.

William T. Newman

Such persons would also include officers, directors or employees of any member of the C&S System who acted on behalf of such member in performing any of the acts as defined above with the knowledge as defined above. For example, this group would include the officers of C&S National who were responsible for the decision to allow C&S Park National to use the C&S logogram, if such officers had the "knowledge or understanding" defined above. The identities of all such persons are not known to plaintiff at this time. However, on the basis of information contained in the Supplement, plaintiff believes that the following person can be identified by name (his address, business position, etc., are, of course, already known to defendants):

Howard Starks

Such persons would also include C&S personnel who transferred to C&S Park National with the knowledge or understanding that while working for C&S Park National they would be

part of the joint direction of the business activities of C&S Park National referred to in the Answers to Interrogatories 26 through 33. The identities of all such persons are not known to plaintiff at this time. However, on the basis of the information contained in the Supplement, plaintiff believes that the following person can be identified by name (his address, business position, etc., are, of course, already known to defendants):

T. Robert Hazelrig

Such persons may also include individuals not employed in any capacity by the C&S System, but who have some other connection with it, such as customers of C&S National, C&S Emory or C&S East Point, who purchased stock in C&S Park National intending to vote such stock in a way that would support and further the joint direction of the business activities of C&S Park National referred to in the Answers to Interrogatories 26 through 33. The identities of such persons are, however, not known to plaintiff at this time, although plaintiff believes that their existence is suggested by the information contained in the Supplement.

There may be other persons not described herein who also joined with C&S National and C&S Holding in the alleged combination, but their existence and identities are not known at this time.

(b) The "various other persons" who entered with C&S Park National into the alleged combination with C&S National and C&S Holding are those persons who participated in establishing, or in carrying out activities that resulted

in, any of the relationships set forth in paragraph 34 with the knowledge or understanding that such relationship was part of, pursuant to, or would contribute to effectuating or furthering, the combination as it is more fully described in the Answers to Interrogatories 26 through 33. Such persons would include officers, employees and directors of C&S Park National who acted on behalf of C&S Park National in performing any of the acts as defined above with the knowledge as defined above. The identities of all such persons are not known to plaintiff at this time. However, on the basis of information contained in the Supplement, plaintiff believes that the following persons can be identified by name (their addresses, business positions, etc., are, of course, already known to defendants):

Hewitt H. Covington	William T. Newman
Edward E. Elson	Gerald M. Powell
T. Robert Hazelrig	Howard Starks
Ben Kohler, Jr.	

There may be other persons not described herein who also joined with C&S Park National in the alleged combination, but their existence and identities are not known at this time.

(c) Assuming that the term "the C&S" means the C&S System, and assuming that the term "association" means the person's relationship with the C&S System in terms of being an officer, employee, or director of a member of said System, or of being a customer of or a stockholder in such a member, the association existing between the C&S System and each of the persons identified in (a) and (b) is already known to defendants.

(d) As noted in (a) and (b) above, the information

which plaintiff relied on in arriving at the descriptions and identifications set out therein is contained in the Supplement.

Answer to Interrogatory 60

(a) The "various other persons" who entered with C&S National and C&S Holding into the alleged combination with C&S South DeKalb are those persons who participated in establishing, or in carrying out activities that resulted in, any of the relationships set forth in paragraph 34 with the knowledge or understanding that such relationship was part of, pursuant to, or would contribute to effectuating or furthering, the combination as it is more fully described in the Answers to Interrogatories 35 through 42. Such persons would include those persons, not employed by any member of the C&S System, who participated in the initial organization of C&S South DeKalb with the knowledge or understanding defined above. The identities of all such persons are not known to plaintiff at this time. However, on the basis of information contained in the Supplement, plaintiff believes that the following persons can be identified by name (their addresses, business positions, etc., are already known to defendants):

Warren L. Berry

William W. Ranck

Such persons would also include officers, directors or employees of any member of the C&S System who acted on behalf of such member in performing any of the acts as defined above with the knowledge as defined above. For example, this group would include the officers of C&S National who were responsible for the decision to allow

C&S South DeKalb to use the C&S logogram, if such officers had the "knowledge or understanding" defined above. The identities of all such persons are not known to plaintiff at this time. However, on the basis of information contained in the Supplement, plaintiff believes that the following person can be identified by name (his address, business position, etc., are, of course, already known to defendants):

John F. Ingram, Jr.

Such persons would also include C&S personnel who transferred to C&S South DeKalb with the knowledge or understanding that while working for C&S South DeKalb they would be part of the joint direction of the business activities of C&S South DeKalb referred to in the Answers to Interrogatories 35 through 42. The identities of such persons are not known to plaintiff at this time. Such persons may also include individuals not employed in any capacity by the C&S System, but who have some other connection with it, such as customers of C&S National, C&S Emory or C&S East Point, who purchased stock in C&S South DeKalb intending to vote such stock in a way that would support and further the joint direction of the business activities of C&S South DeKalb referred to in the Answers to Interrogatories 35 through 42. The identities of such persons are, however, not known to plaintiff at this time, although plaintiff believes that their existence is suggested by the information contained in the Supplement.

There may be other persons not described herein who also joined with C&S National and C&S Holding in the alleged combination, but their existence and identities are not known at this time.

(b) The "various other persons" who entered with C&S

South DeKalb into the alleged combination with C&S National and C&S Holding are those persons who participated in establishing, or in carrying out activities that resulted in, any of the relationships set forth in paragraph 34 with the knowledge or understanding that such relationship was part of, pursuant to, or would contribute to effectuating or furthering, the combination as it is more fully described in the Answers to Interrogatories 35 through 42. Such persons would include officers, employees and directors of C&S South DeKalb who acted on behalf of C&S South DeKalb in performing any of the acts as defined above with the knowledge as defined above. The identities of all such persons are not known to plaintiff at this time. However, on the basis of information contained in the Supplement, plaintiff believes that the following persons can be identified by name (their addresses, business positions, etc., are, of course, already known to defendants):

Warren L. Berry

N. Lamarr Ferrell

William W. Ranck

There may be other persons not described herein who also joined with C&S South DeKalb in the alleged combination, but their existence and identities are not known at this time.

(c) Assuming that the term "the C&S" means the C&S System, and assuming that the term "association" means the person's relationship with the C&S System in terms of being an officer, employee, or director of a member of said System, or of being a customer of or a stockholder in such a member, the association existing between the C&S System and each of the persons identified in (a) and (b) is already known to defendants.

(d) As noted in (a) and (b) above, the information which plaintiff relied on in arriving at the descriptions and identifications set out therein is contained in the Supplement.

Answer to Interrogatory 61

(a) The "various persons" referred to in subparagraph 34(1) are those who performed any of the acts which, altogether, resulted in a charter being obtained for each of C&S Chamblee, C&S Park National, C&S South DeKalb, C&S North Fulton and C&S Sandy Springs or in each of these banks beginning to conduct the business of commercial banking. At the present time, plaintiff lacks sufficient knowledge to identify all such persons, but on the basis of information contained in the Supplement, plaintiff believes that such persons would include the corporate members of the C&S System, particularly C&S Holding, as well as any officers, directors or employees of any member of the C&S System who acted on behalf of such member in carrying out the acts defined above. The "various persons" whom plaintiff believes can presently be identified are as follows (their addresses, business positions, etc., are already known to defendants):

Warren Berry	Mills B. Lane, Jr.
Dan Blackwell	Archie Lee Lindsey
Hewitt H. Covington	W.W. Lively
Herbert Dickson	George McKinnon
T. Robert Hazelrig	John McIntyre
Hubert Harris	Dalton Scott
Bill Jones	Howard Starks

The "various persons" referred to in subparagraph 34(3)

would include any officers, directors or employees of C&S National or of any other corporate member of the C&S System, who performed any acts which, singly or collectively, resulted in the sale of stock in C&S Chamblee, C&S Park National, C&S South DeKalb, C&S North Fulton or C&S Sandy Springs. At the present time, plaintiff lacks sufficient knowledge to identify all such persons, but on the basis of information contained in the Supplement, plaintiff believes that the following can be identified (their addresses, business positions, etc., are already known to defendants):

Bob Bailey	T. Robert Hazelrig
Herbert Dickson	W. Andrew Irvin
Edward E. Elson	Mills B. Lane, Jr.

There may be other persons associated with C&S National not described herein who also contributed to the initial organization of, or assisted in the sale of stock in, C&S Chamblee, C&S Park National, C&S South DeKalb, C&S North Fulton or C&S Sandy Springs, but their existence and identities are not known at this time.

(b) Paragraph 34(6), when referring to personnel and management provided by the C&S System to each bank, was intended to mean those persons specifically named in Exhibits F, G and H of the Supplement. At this time plaintiff has no knowledge of other personnel and management supplied by the C&S System to the other defendant banks.

(c) Paragraph 34(4), in referring to correspondent services, was intended to include the following services, as noted in the Supplement on the pages indicated:

1. Computer operations	pp. 52 and 59
2. Bookkeeping functions	p. 52

3.	Proof and transit operations	p. 52
4.	Audits	p. 53
5.	Coin and currency service	p. 53
6.	Accrual operations and preparation of tax returns	p. 53
7.	Investment advice on security portfolios	p. 54
8.	Loan participations	p. 58
9.	Charge account service	p. 59

Plaintiff cannot state how or in what manner these services differ from those provided by other banks to their correspondents as plaintiff has not made a survey of services provided by other banks.

(d) See Answers to Interrogatories 16(f), 24(f), 33(f), 42(f) and 51(f).

(e) Paragraph 34(6), in referring to operational assistance, was intended to include the following, as noted in the Supplement on the pages indicated:

1.	Establishment and review of goals	pp. 42-43
2.	Personal and bank performance appraisals	p. 42
3.	Review of salaries and cash profit sharing	pp. 42-43
4.	Customer service audits	p. 43
5.	Credit analysis and technical advice	p. 44
6.	Requests for additional personnel and employment services	pp. 46 and 49

7. Education and training of personnel — p. 52

8. Use of helicopter and surface transportation — p. 55

(f) In answering this interrogatory, plaintiff relied on information contained in the Supplement.

Answer to Interrogatory 62

The "various persons" alleged by paragraph 13 to have combined with the defendants are the same as the "various other persons" which were referred to in paragraphs 38 through 43 and which have been defined and identified in the Answers to Interrogatories 55 through 60.

Answer to Interrogatory 63

Plaintiff is presently unable to identify each of the acts performed by such various persons except to the extent these acts have been identified in Answers to Interrogatories 55 through 60 and in the Supplement.

Answer to Interrogatory 64

The phrase "otherwise contributed to the furtherance thereof" as used in paragraph 13 means anything other than the performance of acts which is attributable to the "various persons" and which contributed to effectuating or carrying out the alleged combinations. Such "other contributions" would thus generally consist of refraining from doing something as opposed to performing an act, where such refrainment was consciously part of, or in furtherance of, the alleged combinations. At this time, plaintiff lacks sufficient information to identify specific instances of such "other contributions."

Answer to Interrogatory 65

(a) Yes.

(b) All cities, towns, and municipalities which are located within DeKalb and Fulton Counties, Georgia.

(c) Plaintiff is unable to define the "Atlanta Area" more precisely than is done in paragraph 14 of the Complaint.

Answer to Interrogatory 66

(a) All cities, towns, and municipalities which are located within "North Fulton County" as defined in paragraph 15 of the Complaint.

(b) Plaintiff is unable to define "North Fulton County" more precisely than is done in paragraph 15 of the Complaint.

(c) All cities, towns and municipalities located within Fulton County and DeKalb County.

Answer to Interrogatory 67

A. Plaintiff contends, as found by the Supreme Court in United States v. Philadelphia National Bank, 374 U.S. 321 (1963) and United States v. Phillipsburg National Bank, 399 U.S. 350 (1970), that it is the cluster of products and services that commercial banks offer, termed commercial banking, which constitutes the relevant product market for the purpose of evaluating the anticompetitive effects of the proposed mergers under Section 7 of the Clayton Act.

Absent discovery, plaintiff cannot definitively state what its contentions will be at trial as to the specific relevant geographic markets involved. As to the proposed mergers described in (ii)(a), plaintiff presently believes the relevant geographic market to be DeKalb County. As to the proposed mergers described in (ii)(b), plaintiff presently believes the relevant geographic markets to be North Fulton County and Fulton County. As to the joint effect of all five proposed mergers, plaintiff presently believes the

relevant geographic market is the Atlanta Area. As plaintiff uses the terms "relevant geographic market" and "section of the country," they are synonymous.

B. Plaintiff will make no contentions as to "relevant geographic markets" or "relevant product markets." Such concepts are not relevant to plaintiff's claims under the Sherman Act. With respect to the trade or commerce restrained, see Answer to Interrogatory 16.

Answer to Interrogatory 68

(a) The element of "combination" which is included within the Complaint's use of the term "C&S System" is the common control exercised by C&S National over C&S Holding, C&S Emory, Citizens and Southern DeKalb Bank and C&S East Point as a result of stock ownership by C&S National and C&S Holding. The definition contained in paragraph 16 was intended to convey the fact that when using the term "C&S System" plaintiff was referring to C&S National, C&S Holding, C&S Emory, Citizens and Southern DeKalb Bank, and C&S East Point, collectively.

(b) Not applicable.

Answer to Interrogatory 69

Plaintiff does not contend that all commercial banks perform all the functions and/or services mentioned in paragraph 17.

(a) Plaintiff believes that the banks named defendant herein perform or provide directly or indirectly the functions and/or services mentioned in paragraph 17 of the Complaint. However, absent discovery, plaintiff lacks sufficient knowledge to state whether, in fact, certain functions and services are not performed or provided or are performed or

provided to a minimum or negligible degree by each of such banks.

(b) See Answer to Interrogatory 68A(d).

(c) Plaintiff does not believe that all of said banks perform or provide all such functions and/or services. However, plaintiff lacks sufficient knowledge to state specifically which functions and services are not performed by each.

Answer to Interrogatory 70

(a) Plaintiff's allegations are based upon its understanding and belief as to the nature of the commercial banking industry and as to the unique role which the industry plays in the economy. This unique role has been recognized by the Supreme Court in finding that commercial banking comprises a distinct line of commerce. United States v. Philadelphia National Bank, 374 U.S. 321 (1963).

(b) Plaintiff has made no attempt to develop information on the services provided by other types of financial institutions in connection with this case, since commercial banking is the line of commerce involved herein and such information is wholly irrelevant. United States v. Phillipsburg National Bank, 399 U.S. 350 (1970). However, plaintiff does not believe that any other type of financial institution in Georgia provides all of the services described in paragraph 17. Plaintiff believes that generally, savings and loan associations, credit unions, finance companies, life insurance companies, and other financial institutions do provide some of these services, but for the reasons stated herein, plaintiff does not have sufficient information to identify all such institutions.

(c) Plaintiff lacks sufficient knowledge to name in descending order of importance the other financial institutions

and the services performed by them.

Answer to Interrogatory 71

In formulating the allegations set out in paragraph 18 of the Complaint, plaintiff relied on information obtained from the following documents:

1. Summary of Deposits 1970
   Bank and Branch offices by County and State.
   This document was prepared by the Federal
   Deposit Insurance Corporation;
2. Emory Application;
3. East Point Application; and
4. The March 1971, edition of Polk's Bank Directory.

Answer to Interrogatory 72

In formulating the allegations set out in paragraph 19 of the Complaint, plaintiff relied on information obtained from the documents identified in response to Interrogatory 71.

Answer to Interrogatory 73

In formulating the allegations set out in paragraph 20 of the Complaint, plaintiff relied on information obtained from the document identified in subparagraph (1) of Answer to Interrogatory 71.

Answer to Interrogatory 74

In formulating the allegations set out in paragraph 21 of the Complaint, plaintiff relied on information obtained from the documents identified in response to Interrogatory 71.

Answer to Interrogatory 75

In formulating the allegations set out in paragraph 22 of the Complaint, plaintiff relied on information obtained

from the documents identified in response to Interrogatory 71.

Answer to Interrogatory 76

In formulating the allegations set out in paragraph 23 of the Complaint, plaintiff relied on information obtained from the documents identified in response to Interrogatory 71.

Answer to Interrogatory 77

In formulating the allegations set out in paragraph 24 of the Complaint, plaintiff relied upon information obtained from the documents identified in response to Interrogatory 71.

Answer to Interrogatory 78

In formulating the allegations set out in paragraph 25 of the Complaint, plaintiff relied on information obtained from the documents identified in subparagraphs (1)-(3) of Answer to Interrogatory 71.

Answer to Interrogatory 79

In formulating the allegations set out in paragraph 26 of the Complaint, plaintiff relied on information obtained from the documents identified in response to Interrogatory 71.

Answer to Interrogatory 80

In formulating the allegations set out in paragraph 27 of the Complaint, plaintiff relied on information obtained from the documents identified in subparagraphs (2)-(4) of Answer to Interrogatory 71.

Answer to Interrogatory 81

In formulating the allegations set out in paragraph 28 of the Complaint, plaintiff relied on information obtained

from the documents identified in subparagraphs (2)-(4) of Answer to Interrogatory 71.

Answer to Interrogatory 82

In formulating the allegations set out in paragraph 29 of the Complaint, plaintiff relied on information obtained from the documents identified in subparagraphs (1)-(3) of Answer to Interrogatory 71 and FDIC News Release.

Answer to Interrogatory 83

In formulating the allegations set out in paragraph 30 of the Complaint, plaintiff relied on information obtained from the document identified in subparagraph (1) of Answer to Interrogatory 71.

Answer to Interrogatory 84

In formulating the allegations set out in paragraph 31 of the Complaint, plaintiff relied on information obtained from the document identified in subparagraph (1) of Answer to Interrogatory 71.

Answer to Interrogatory 85

Deposits.

Answer to Interrogatory 86

A. (a)-(e) The answer to this Interrogatory may be derived or ascertained from an examination, audit or compilation of figures included in the enclosed FDIC Summary of Deposits 1970 Bank and Branch Offices by County, State.

B. (a) See answer to A. above.

(b) Plaintiff does not know the amount of net loans and discounts of each bank office and organization.

(c) All figures are as of June 30, 1970, for

which date plaintiff believes they are accurate.

(d) FDIC Summary of Deposits 1970 Bank and Branch Offices by County, State.

Answer to Interrogatory 87

(a) The term "concentrated banking market" is a legal and factual conclusion relating to the structure of a market and the degree of concentration in a banking market is a function of the number, distribution and market shares of the banks and banking groups operating in that market. A banking market becomes more concentrated as the number of banks and banking groups decrease, and as the shares of the market held by the largest banks and banking groups increase.

(b) Plaintiff has no specific formula concerning what specific number of commercial banks must hold what specific percentage of commercial bank deposits in a given banking market before plaintiff would characterize such market as "concentrated."

(c) As the number, distribution and market shares of the banks in a banking market vary, its degree of concentration varies. Plaintiff has no formula pursuant to which a given set of criteria dictates any particular characterization.

(d) Plaintiff believes the criteria described in (a) above are the appropriate criteria.

(e) Not applicable.

Answer to Interrogatory 88

As of June 30, 1970, the four largest banking organizations in DeKalb County were (1) The C&S System; (2) First National Bank of Atlanta; (3) Trust Company of Georgia; and (4) Fulton National Bank. Their respective shares of total county deposits can be derived from the FDIC Summary of

Deposits furnished in Answer to Interrogatory 86.

Answer to Interrogatory 89

This information can be derived from the FDIC Summary of Deposits furnished in Answer to Interrogatory 86.

Answer to Interrogatory 90

The "five commercial banks" referred to in paragraph 29 of the Complaint are C&S North Fulton, C&S Sandy Springs, Fulton Exchange Bank, Roswell Bank and Trust Company Bank of Sandy Springs. Their deposits and respective shares of total North Fulton County deposits can be derived from the FDIC Summary of Deposits furnished in Answer to Interrogatory 86.

Answer to Interrogatory 91

As of June 30, 1970, the four largest banking organizations in Fulton County were the same as identified in Answer to Interrogatory 88 and the dollar amount and percentage of total Fulton County deposits held by each can be derived from the FDIC Summary of Deposits furnished in Answer to Interrogatory 86.

Answer to Interrogatory 92

As of June 30, 1970, the four largest banking organizations in the Atlanta Area were those identified in Answer to Interrogatory 88 and the dollar amount and percentage of total Atlanta Area deposits held by each can be derived from the FDIC Summary of Deposits furnished in Answer to Interrogatory 86.

Answer to Interrogatory 93

Plaintiff lacks sufficient information to enable it to respond to this Interrogatory.

Answer to Interrogatory 94

(a) The "major Atlanta banks" referred to in the first sentence of paragraph 33 are C&S National, First National Bank of Atlanta, Trust Company of Georgia, Fulton National Bank and National Bank of Georgia. The latter four banks all have their home offices and principal offices in Atlanta. The second reference to "major Atlanta banks" includes all these banks with the exception of National Bank of Georgia.

(b) The "various relationships with suburban banks" referred to in paragraph 33 were relationships (1) between First National Bank of Atlanta and First National Bank of Tucker, First National Bank of Glenwood, First Bank of South DeKalb and First National Bank of Doraville; (2) between Trust Company of Georgia and Trust Company of Georgia Bank of Sandy Springs and Peachtree Bank & Trust Company; and (3) between Fulton National Bank and Northeast Commercial Bank. (The relationships between C&S National and suburban banks referred to in paragraph 33 have, of course, been described in the Complaint.) The "suburban banks" just named are further identified, to the extent presently possible, as follows:

	Principal Place of Business
1. First National Bank of Tucker	Tucker, Ga.
2. First National Bank of Glenwood	Unincorporated portion of DeKalb County, Ga., south of Decatur
3. First Bank of South DeKalb	Unincorporated portion of DeKalb County, Ga., south of Decatur
4. First National Bank of Doraville	Doraville, Ga.
5. Trust Company of Georgia Bank of Sandy Springs	Sandy Springs, Ga.

	Principal Place of Business
6. Peachtree Bank & Trust Company	Doraville, Ga.
7. Northeast Commercial Bank	Doraville, Ga.

On the basis of presently available information, plaintiff believes these relationships to be as follows:

1. In 1969, a former director of First National, Emory L. Cocke, purchased a controlling stock interest in First National Bank of Tucker with the proceeds of a loan from First National, represented by a note payable on demand and secured by the stock purchased. First National holds an option to purchase the pledged stock. In addition, First National has provided First National Bank of Tucker with management and operational assistance. So far as plaintiff is concerned, this relationship can be described as indirect ownership of First National Bank of Tucker by First National. See United States v. First National Bank of Atlanta, et al., (N.D. Ga., Civ. No. 14748).

2. In 1968 a director of First National, Alfred D. Kennedy, purchased over 96 percent of the stock of First National Bank of Glenwood with the proceeds of a loan from First National, represented by a note payable on demand and secured by the stock purchased. First National holds an option to purchase the pledged stock. In addition, First National has provided First National Bank of Glenwood with management and operational assistance. So far as plaintiff is concerned, this relationship can be described as indirect ownership of First National Bank of Glenwood by First National. See United States v. First National Bank of Atlanta, et al., (N.D. Ga., Civ. No. 14748).

3. In 1969 First National assisted in the organization of First Bank of South DeKalb. Plaintiff believes that most

of the stock in this bank was purchased with the proceeds of loans from First National, represented by notes payable on demand and secured by the stock purchased. First National held options to purchase all of this bank's stock. First National also provided First Bank of South DeKalb with management and operational assistance.

4. In 1970 First National assisted in the organization of First National Bank of Doraville. Plaintiff believes that most of the stock in this bank was purchased with the proceeds of loans from First National, represented by notes payable on demand and secured by the stock purchased. First National also provided First National Bank of Doraville with management and operational assistance.

5. In 1966 Trust Company of Georgia ("Trust Company") was instrumental in the organization of Trust Company of Georgia Bank of Sandy Springs ("Trust Company Sandy Springs"). Trust Company's holding company subsidiary purchased 5 percent of Trust Company Sandy Springs' stock and Trust Company assisted in placing additional stock.

6. In 1960 Trust Company of Georgia assisted in the organization of Peachtree Bank & Trust Company ("Peachtree Bank"). Trust Company's holding company subsidiary purchased 5 percent of Peachtree Bank's stock and Trust Company assisted in placing additional stock. Trust Company, moreover, has provided Peachtree Bank with management and operational assistance.

7. Fulton National Bank assisted in the organization of Northeast Commercial Bank and has since provided the latter with correspondent services. Further details concerning this relationship are not presently available.

(c) The following are the sources of the information used in answering this interrogatory:

1. Emory Application,

2. East Point Application;

3. Applications of First National to the Comptroller of the Currency for approval to merge First National Bank of Glenwood, First National Bank of Tucker, First National Bank of Doraville and First Bank of South DeKalb;

4. Applications of Trust Company to the Federal Reserve Board for approval to merge Peachtree Bank & Trust Company and Trust Company Bank of Sandy Springs;

5. Herbert Megar, Senior Vice-President of Fulton National Bank; and

6. Anthony Council, Senior Vice-President of Fulton National Bank.

Answer to Interrogatory 95

(a) Plaintiff will contend that C&S Sandy Springs is a legally independent bank. However, plaintiff presently believes that actual competition between C&S Sandy Springs and the other defendant commercial banks was restrained or eliminated as a consequence of the combination described in the Answers to Interrogatories 9 through 16 and therefore C&S Sandy Springs has not been a truly independent competitive force from the date of its organization until the present time.

(b)-(d) Not applicable.

(e) See Answer to Interrogatory 9(g).

Answer to Interrogatory 96

(a) Plaintiff presently knows of no instances when C&S

Sandy Springs made any business decisions affecting its competitive posture outside the combination between itself and C&S National.

(b) Not applicable.

(c) Plaintiff contends that C&S Sandy Springs should have made independent competitive decisions.

(d) Plaintiff makes no contentions in this regard.

(e) Not applicable.

(f) Not applicable.

Answer to Interrogatory 97

(a) Plaintiff presently knows of no instances when C&S Chamblee made any business decisions affecting its competitive posture outside the combination between itself and C&S National.

(b) Not applicable.

(c) Plaintiff contends that C&S Chamblee should have made independent competitive decisions.

(d) Plaintiff makes no contentions in this regard.

(e) Not applicable.

(f) Not applicable.

Answer to Interrogatory 98

(a) Plaintiff believes that the bank now known as C&S Tucker made independent competitive decisions prior to February 1965. Plaintiff presently knows of no instances of decisions made independently of the C&S System since that date.

(b) Not applicable.

(c) Plaintiff contends that C&S Tucker should have made independent competitive decisions.

(d) Plaintiff makes no contentions in this regard.

(e) Not applicable.

(f) FDIC News Release.

Answer to Interrogatory 99

(a) Plaintiff presently knows of no instances when C&S North Fulton made any business decisions affecting its competitive posture outside the combination between itself and C&S National.

(b) Not applicable.

(c) Plaintiff contends that C&S North Fulton should have made independent competitive decisions.

(d) Plaintiff makes no contentions in this regard.

(e) Not applicable.

(f) Not applicable.

Answer to Interrogatory 100

(a) Plaintiff presently knows of no instances when C&S Park National made any business decisions affecting its competitive posture outside the combination between itself and C&S National.

(b) Not applicable.

(c) Plaintiff contends that C&S Park National should have made independent competitive decisions.

(d) Plaintiff makes no contentions in this regard.

(e) Not applicable.

(f) Not applicable.

Answer to Interrogatory 101

(a) Plaintiff presently knows of no instances when C&S South DeKalb made any business decisions affecting its competitive posture outside the combination between itself and C&S National.

(b) Not applicable.

(c) Plaintiff contends that C&S South DeKalb should have made independent competitive decisions.

(d) Plaintiff makes no contentions in this regard.

(e) Not applicable.

(f) Not applicable.

Answer to Interrogatory 102

(a) Plaintiff will contend that C&S Chamblee is a legally independent bank. However, plaintiff presently believes that actual competition between C&S Chamblee and the other defendant commercial banks was restrained or eliminated as a consequence of the combination described in the Answers to Interrogatories 17 through 24 and therefore C&S Chamblee has not been a truly independent competitive force from the date of its organization until the present time.

(b)-(d) Not applicable.

(e) See Answer to Interrogatory 17(g).

Answer to Interrogatory 103

(a) Plaintiff will contend that C&S Tucker is a legally independent bank. However, plaintiff presently believes that actual competition between C&S Tucker and the other defendant commercial banks has been restrained or eliminated as a consequence of the combination alleged in paragraph 40 of the Complaint and therefore C&S Tucker has not been a truly independent competitive force from the time of the conversion of Bank of Tucker into C&S Tucker until the present time.

(b)-(d) Not applicable.

(e) Emory Application; the Supplement; FDIC News Release.

Answer to Interrogatory 104

(a) Plaintiff will contend that C&S North Fulton is

a legally independent bank. However, plaintiff presently believes that actual competition between C&S North Fulton and the other defendant commercial banks was restrained or eliminated as a consequence of the combination described in the Answers to Interrogatories 44 through 51 and therefore C&S North Fulton has not been a truly independent competitive force from the date of its organization until the present time.

(b)-(d) Not applicable.

(e) See Answer to Interrogatory 44(g).

Answer to Interrogatory 105

(a) Plaintiff will contend that C&S Park National is a legally independent bank. However, plaintiff presently believes that actual competition between C&S Park National and the other defendant commercial banks was restrained or eliminated as a consequence of the combination described in the Answers to Interrogatories 26 through 33 and therefore C&S Park National has not been a truly independent competitive force from the date of its organization until the present time.

(b)-(d) Not applicable.

(e) See Answer to Interrogatory 26(g).

Answer to Interrogatory 106

(a) Plaintiff will contend that C&S South DeKalb is a legally independent bank. However, plaintiff presently believes that actual competition between C&S South DeKalb and the other defendant commercial banks was restrained or eliminated as a consequence of the combination described in the Answers to Interrogatories 35 through 42 and therefore C&S South DeKalb has not been a truly independent competitive

force from the date of its organization until the present time.

(b)-(d) Not applicable.

(e) See Answer to Interrogatory 35(g).

Answer to Interrogatory 107

(a) No.

(b) Not applicable.

(c) The factor which supports the determination that the government does not "contend in this complaint that the 1965 acquisition of C&S Tucker as alleged in paragraph 35 of the complaint is in violation of Section 7 of the Clayton Act" is that no such allegation is set forth therein.

(d) In its Complaint, plaintiff has not attacked as violative of Section 7 any fact situation involving C&S Tucker.

(e) Not applicable.

Answer to Interrogatory 108

(a) No.

(b) Not applicable.

(c) A reading of the Complaint. See Answer to Interrogatory 107(c).

(d) The proposed acquisition by C&S Emory of the assets of, and assumption of liability to pay deposits made in, C&S Chamblee, would result in the disappearance of a legally independent bank. The organization of C&S Chamblee resulted in the creation of a legally independent bank.

(e) Not applicable.

Answer to Interrogatory 109

(a) No.

(b) Not applicable.

(c) A reading of the Complaint. See Answer to Interrogatory 107(c).

(d) The proposed acquisition by C&S Emory of the assets of, and assumption of liability to pay deposits made in, C&S North Fulton, would result in the disappearance of a legally independent bank. The organization of C&S North Fulton resulted in the creation of a legally independent bank.

(e) Not applicable.

Answer to Interrogatory 110

(a) No.

(b) Not applicable.

(c) A reading of the Complaint. See Answer to Interrogatory 107(c).

(d) The proposed acquisition by C&S Emory of the assets of, and assumption of liability to pay deposits made in, C&S Park National, would result in the disappearance of a legally independent bank. The organization of C&S Park National resulted in the creation of a legally independent bank.

(e) Not applicable.

Answer to Interrogatory 111

(a) No.

(b) Not applicable.

(c) A reading of the Complaint. See Answer to Interrogatory 107(c).

(d) The proposed acquisition by C&S Emory of the assets of, and assumption of liability to pay deposits made in, C&S South DeKalb, would result in the disappearance of a legally independent bank. The organization of C&S South

DeKalb resulted in the creation of a legally independent bank.

(e) Not applicable.

Answer to Interrogatory 112

(a) No.

(b) Not applicable.

(c) A reading of the Complaint. See Answer to Interrogatory 107(c).

(d) The proposed acquisition by C&S Emory of the assets of, and assumption of liability to pay deposits made in, C&S Sandy Springs, would result in the disappearance of a legally independent bank. The organization of C&S Sandy Springs resulted in the creation of a legally independent bank.

(e) Not applicable.

Answer to Interrogatory 113

(a) Plaintiff does not intend to contend that the proposed acquisition by C&S Emory of C&S Chamblee, C&S South DeKalb and C&S Park National and the proposed acquisition by C&S East Point of C&S Sandy Springs and C&S North Fulton would, if effectuated, tend to create a monopoly.

(b) Not applicable.

Answer to Interrogatory 114

No. See Answer to Interrogatory 87.

Answer to Interrogatory 115

(a) Plaintiff does not so contend.

(b) Plaintiff does not so contend.

(c) See Answers to Interrogatories 8, 9, 17, 26, 35, and 44.

(d) The vigor of competition is, in part, a function

of the degree of concentration existing in a given market. The combinations have, in effect, increased, and the proposed mergers would increase the level of concentration in the banking markets here involved, thereby reducing the vigor of competition generally.

(e) See Answers to Interrogatories 8 and 119.

Answer to Interrogatory 116

Yes.

Answer to Interrogatory 117

Plaintiff does not have sufficient knowledge, at this time, to make any contentions in this regard.

Answer to Interrogatory 118

(a) Yes.

(b) Plaintiff objects to this interrogatory on the ground that it is so broad and vague that it would require plaintiff to identify every conceivable kind of comment it or any of its attorneys may have received from any person or group no matter how remotely related to the proposed mergers and regardless of whether or not the comments were of any conceivable interest to either plaintiff or defendants. In answering defendants' other interrogatories (which inquire into virtually every allegation in the Complaint) plaintiff has already identified persons possessing information used by plaintiff in answering the interrogatories and persons whom plaintiff has interviewed in an effort to obtain information of possible use in anticipation of this litigation or for its trial. In this way plaintiff has fully complied with Rule 26(b) which permits only discovery of the "identity and location of persons having knowledge of any discoverable matter."

Plaintiff also objects to answering this interrogatory, because compilation of the information sought would be a burdensome and pointless task in that it would require a search of plaintiff's records and files and inquiry of plaintiff's personnel in order to identify communications that plaintiff does not intend to rely on or offer at the trial of this action. The vast majority of such communications have been simply statements of approval or criticism apparently provoked by defendants' extensive advertising and letters written to stockholders, customers and others, commenting on this litigation.

Plaintiff also objects on the ground that the interrogatory could require plaintiff to identify individuals who may have communicated with plaintiff in confidence but who do not possess information that plaintiff intends to use or offer at the trial of this action.

Answer to Interrogatory 119

A. Paragraph 37 of the Complaint refers to certain proposed mergers and plaintiff answers this interrogatory in terms of those proposed mergers. Plaintiff will not contend that consummation of any of the proposed mergers may tend to create a monopoly in any section of the country. Plaintiff presently intends to contend at trial that consummation of the proposed mergers may substantially lessen competition by eliminating the potential for realizing competition which would exist in the Atlanta Area, North Fulton County, Fulton County, and DeKalb County but for the combinations alleged. At this time, plaintiff cannot definitively state whether any other geographic areas (portions of the foregoing) would constitute relevant geographic markets. Such determination must await discovery.

B. The potential for competition between and among defendant commercial banks will be permanently eliminated.

C. (i) The anticompetitive effect of each of the proposed mergers will be felt in commercial banking (see Answer to Interrogatory 67).

(ii) Absent discovery, plaintiff cannot definitively state what its contentions will be as to the specific relevant geographic markets involved. As to the proposed mergers of C&S Chamblee, C&S Park National, and C&S South DeKalb into C&S Emory, plaintiff presently believes the relevant geographic market to be DeKalb County (or some portions thereof). As to the proposed mergers of C&S Sandy Springs and C&S North Fulton into C&S East Point, plaintiff presently believes the relevant geographic markets to be North Fulton County and Fulton County (or some portions thereof). Plaintiff also believes that the Atlanta area is the relevant geographic market for evaluating the combined effects of the proposed mergers by C&S Emory and C&S East Point.

(iii) Commercial banks.

D. Emory Application and East Point Application.

Answer to Interrogatory 120

See Answer to Interrogatory 119.

Answer to Interrogatory 121

See Answer to Interrogatory 119.

Answer to Interrogatory 122

See Answer to Interrogatory 119.

Answer to Interrogatory 123

See Answer to Interrogatory 119.

Answer to Interrogatory 124

See Answer to Interrogatory 119.

Answer to Interrogatory 125

Plaintiff does not claim a specific injury to any specific bank or bank customer. See Answer to Interrogatory 6.

Answer to Interrogatory 126

(a) Donald A. Kinkaid, Kenneth D. Stern, Joe Sims, Timothy J. Burke, and Curtis L. Frisbie, Jr.

(b) December 30, 1970 - November 2, 1971.

(c) 1. Charles Ginden, President of Peachtree Bank & Trust Company. A memorandum of this interview was written by Curtis L. Frisbie to the Files on November 2, 1971 and distributed to personnel within the Antitrust Division; it is in the custody of the Justice Department Files; copies are located in the Atlanta Field Office, and this document can be identified by Curtis L. Frisbie.

2. Roland Watkins, Cashier for the Peachtree Bank & Trust Company. A memorandum of this interview was written by Curtis L. Frisbie to the Files on November 2, 1971 and distributed to personnel within the Antitrust Division; it is in the custody of the Justice Department Files; copies are located in the Atlanta Field Office, and the document can be identified by Curtis L. Frisbie.

3. Davis Fitzgerald, Second Vice-President, Trust Company of Georgia and former President of Peachtree Bank & Trust Company. A memorandum of this interview was written by Kenneth D. Stern to the Files on November 2, 1971 and distributed to personnel within the Antitrust Division; it is in the custody of the Justice Department Files; copies are located in the Atlanta Field Office, and this document can be identified by Kenneth D. Stern.

4. Charles Maddox, President of the Independent Bankers Association of Georgia. A memorandum of this interview was written by Joe Sims to the Files on February 5, 1971 and distributed to personnel within the Antitrust Division; it is in the custody of the Justice Department Files; copies are located in the Atlanta Field Office, and this document can be identified by Joe Sims.

5. Herbert Megar, Senior Vice-President of Fulton National Bank. A memorandum of this interview was written by Joe Sims to the Files on February 5, 1971 and distributed to personnel within the Antitrust Division; it is in the custody of the Justice Department Files; copies are located in the Atlanta Field Office, and this document can be identified by Joe Sims.

6. King D. Cleveland, President of the National Bank of Georgia. A memorandum of this interview was written by Joe Sims to the Files on February 5, 1971 and distributed to personnel within the Antitrust Division; it is in the custody of the Justice Department Files; copies are located in the Atlanta Field Office, and this document can be identified by Joe Sims.

7. Young H. Longino, President of the Fairburn Banking Company. A memorandum of this interview was written by Joe Sims to the Files on February 8, 1971 and distributed to personnel within the Antitrust Division; it is in the custody of the Justice Department Files; copies are located in the Atlanta Field Office, and this document can be identified by Joe Sims.

8. Hugh Jordan, Director of the Citizens Bank of Stone Mountain. A memorandum of this interview was written by

Joe Sims to the Files on February 8, 1971 and distributed to personnel within the Antitrust Division; it is in the custody of the Justice Department Files; copies are located in the Atlanta Field Office, and this document can be identified by Joe Sims.

9. Kingsley Weatherly, Chairman of the Board of Directors of the Citizens Bank of Stone Mountain. Memoranda of these interviews were written by Donald A. Kinkaid to the Files on January 12, 1971 and February 5, 1971 and distributed to personnel within the Antitrust Division; they are in the custody of the Justice Department Files; copies are located in the Atlanta Field Office, and these documents can be identified by Donald A. Kinkaid.

10. Angus Parker, former President of Citizens Bank of Stone Mountain. A memorandum of this interview was written by Donald A. Kinkaid to the Files on February 5, 1971 and distributed to personnel within the Antitrust Division; it is in the custody of the Justice Department Files; copies are located in the Atlanta Field Office, and this document can be identified by Donald A. Kinkaid.

11. Thomas Watson, Executive Director of the Independent Bankers Association of Georgia. Memoranda of these interviews were written by Donald A. Kinkaid and Curtis L. Frisbie to the Files on March 17, 1971 and October 15, 1971 and distributed to personnel within the Antitrust Division; they are in the custody of the Justice Department Files; copies are located in the Atlanta Field Office; these documents can be identified by Donald A. Kinkaid and Curtis L. Frisbie.

12. Virlyn Slayton, Georgia State Legislative Counsel.

13. Bob Moser, Georgia State Banking Department.

14. Cubbedge Snow, Attorney, Macon, Georgia.

15. W. D. Tappe, President, Cedartown National Commercial Bank.

16. Lamar W. Sizemore, Attorney, Atlanta, Georgia. A memorandum of interviews with those persons identifed in numbers 12 through 16 above was written by C. L. Frisbie to the Files on September 9, 1971 and distributed to personnel within the Antitrust Division. This document is in the custody of the Justice Department Files; copies are located in the Atlanta Field Office, and this document can be identified by C. L. Frisbie.

Plaintiff will claim that all of the documents identified in this Answer are privileged and protected from discovery as the work-product of the attorneys involved in this litigation. Such documents were prepared through the attorneys' own efforts and contain mental impressions, conclusions, opinions and legal theories protected under Rule 26(b)(3). Defendants can, without undue hardship, obtain the substantial equivalent of these documents by other means.

(d) Plaintiff objects to answering this interrogatory on the ground that "all persons supplying information" is so vague, broad and uncertain as to make the interrogatory not susceptible of an answer. Answer to Interrogatory 126 (c) identified "each and every person interviewed or contacted by plaintiff's investigators." Plaintiff is unsure of the difference between "all persons supplying information" and "each and every person interviewed or contacted." Since plaintiff sees the questions as duplicative, plaintiff feels this interrogatory has been answered in the Answer to Interrogatory 126 (c).

Plaintiff further objects to defendants' request for the information supplied by the persons identified in the Answer to Interrogatory 126 (c) on the ground that the documents reflecting such information were prepared by attorneys for the plaintiff in anticipation of this litigation. To describe the "information so supplied" would, in effect, require disclosure of these documents when the materials contained therein are protected from discovery under Rule 26(b)(3) of Federal Rules of Civil Procedures. Since the persons interviewed are identified, defendant can, without undue hardship, obtain the substantial equivalent of the materials by other means.

(e) See Answer to Interrogatory 126 (c) above.

(f) See Objection to Interrogatory 126 (d) above.

(g) Not applicable.

Answer to Interrogatory 127

(a) and (b) Rule 26(b) requires only that the plaintiff identify individuals with knowledge of discoverable matter. Plaintiff has done so by identifying persons possessing information used by plaintiff in answering these interrogatories and by identifying persons interviewed in connection with its "field investigation." Plaintiff also notes that since the filing of the Complaint it interviewed Evans Bruner, Vice President, Trust Company of Georgia Associates. The rule does not require plaintiff to state whether or not any individual interviewed has knowledge of any facts believed to either support or contradict the allegations contained in the complaint. Plaintiff objects to characterizing the knowledge of these individuals in the manner requested. To do so would require

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plaintiff to not only make a premature judgment as to whether any of the aforementioned individuals might be witnesses for plaintiff, but also to presume upon judgments that properly can be made only by defendants in their own trial preparation. Furthermore, the characterizations requested would clearly constitute the mental impressions of plaintiff's attorneys and as such are not discoverable under Rule 26(b)(3). Defendant can, of course, as already noted, obtain the substantial equivalent of the matter requested without undue hardship.

(c) Plaintiff is unable to answer this question except with respect to information and documents that may have been supplied by the Antitrust Division of the Department of Justice. Plaintiff has not supplied to any individual or group any information or documents other than information contained in, and copies of, plaintiff's Complaint, which is a matter of public record. Such individuals or groups, so far as plaintiff presently knows, do not have knowledge of any discoverable matter.

Answer to Interrogatory 128

Plaintiff at present has no question as to the authenticity or genuineness of any of the said documents submitted to the Federal Deposit Insurance Corporation.

Answer to Interrogatory 129

Plaintiff presently has no reason to question the accuracy of the mathematical computations which resulted in the data set forth in the Applications. Plaintiff is not, of course, able to assess the accuracy of the data upon which such computations were performed.

Answer to Interrogatory 130

Plaintiff objects to this interrogatory in its entirety as so vague, indefinite and broad as to make the interrogatory not susceptible of an answer. Defendants asks plaintiff to identify every piece of paper which may relate in any way to any of the issues involved in this lawsuit which plaintiff or any of its attorneys has looked at in connection with this case, regardless of whether it is of any conceivable interest to any party. Plaintiff has already identified, with respect to each individual interrogatory, documents containing information used by plaintiff in answering that interrogatory and has thus complied with Rule 26(b).

This interrogatory is also objectionable on the grounds that it could require plaintiff to identify privileged and confidential information which may be furnished in confidence to plaintiff by informers and which will not be offered by plaintiff at the trial of this action.

Plaintiff further objects on the grounds that the compilation of the information sought by this interrogatory would be burdensome and oppressive in that it would constitute a detailed and intimate journal of every "documentary" step taken by plaintiff in anticipation of this litigation or in preparing for trial even though plaintiff does not even intend to rely on or offer at the trial of this case all the documents so identified.

Answer to Interrogatory 131

At this time plaintiff has not decided who will be called as an expert witness at the trial of this matter.

Answer to Interrogatory 132

William E. Swope, Donald A. Kinkaid, Kenneth D. Stern, James M. Landis and Curtis L. Frisbie, Jr.

Dated: January 28, 1972

Donald A. Kinkaid

Kenneth D. Stern

James M. Landis

Curtis L. Frisbie, Jr.

DX-301

BNA

WASHINGTON FINANCIAL REPORT

A COMPLETE WEEKLY REPORT FOR ALL FINANCIAL INSTITUTIONS

Number 31 August 9, 1971

Published by THE BUREAU OF NATIONAL AFFAIRS, INC., WASHINGTON, D. C. 20037
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* * *

JUSTICE SEEKS STATE CHANGES TO FOSTER BANK COMPETITION

The Justice Department wants the Council of State Governments to help get state legislatures to foster more competition among banking institutions, particularly by reexamining those laws that govern the opening of branch banks and the establishment of new banks and holding companies.

DEFENDANTS' EXHIBIT 301
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Research Paper and Policy Statement of the United States Department of Justice Regarding State Legislation Affecting the Structure of Banking Markets

The Department of Justice believes that it would be desirable for individual states to reexamine the operation of existing state legislation which affects the structure of banking markets—particularly those laws which govern the opening of branch banks and the establishment of new banks and holding companies. The Department has become aware of the operation of state laws in this area as a result of its antitrust enforcement activities and it believes that, in certain instances, such laws are unnecessarily restrictive in terms of today's needs and are detrimental to the states' interest in promoting banking competition. This matter is of concern to the federal government, not only because the McFadden Act (12 U.S.C. §36) makes state branch banking regulations binding on nationally chartered banks as well as state chartered banks. See First National Bank of Logan v. Walker Bank & Trust Co., 385 U.S. 252 (1966). Similarly, the Bank Holding Company Act of 1956 (12 U.S.C. §1842(d)) specifically preserves any state law limitation on holding company expansion.

In many states, banking markets are insulated against the entry of new competitive forces by state legislation which prohibits or severely limits the opening of new offices ("de novo" branching) by proven successful competitors, or otherwise prevents them from entering new areas through merger or the formation of bank holding companies.

These retrictions take a variety of different forms. In 15 states branch banking is prohibited altogether. 1/ In 16 other states limited branch banking is permitted within the local markets, 2/ but within at least 5 states some additional limitations are imposed on de novo entry into markets where existing banks have home offices or branches. 3/ In addition, multiple bank holding companies are prohibited by statute in 12 states 4/ and restricted in four others. 5/ Thus, as a result of these various arrangements, there are only 13 states which have statewide de novo branching and freedom of holding company entry. 6/

These various legislative limitations on entry stem primarily from a widespread fear of overbanking, prevalent in the period following the Bank Holiday of 1933; like other bank regulatory legislation of the period (including the Federal Reserve Act of 1933 and the Glass-Steagall Act of 1932), these laws were designed to deal with the conditions that contributed to the failure of many banks at the time of general economic depression. Restrictions on market extension through branching were designed to protect expansive banks against the dangers of over-extension

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1/ Arkansas, Colorado, Florida, Illinois, Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, North Dakota, Oklahoma, Texas, West Virginia, and Wyoming.

2/ Alabama, Georgia, Indiana, Kentucky, Louisiana, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New Mexico, New York, Ohio, Pennsylvania, Tennessee and Wisconsin.

3/ Michigan, New Hampshire, New Jersey, New York and Oregon.

4/ Georgia, Illinois, Indiana, Kansas, Louisiana, Michigan, Mississippi, Nebraska, Oklahoma, Pennsylvania, Vermont, and West Virginia.

5/ Kentucky, New Hampshire, New Jersey, and Washington.

6/ Alaska, Arizona, California, Delaware, Hawaii, Idaho, Maine, Maryland, Nevada, North Carolina, Rhode Island, South Carolina, and South Dakota. Four other states which permit free holding company entry allow only restricted statewide branching. (Connecticut, Oregon, Utah and Virginia)

and to protect the market positions of local banks against substantial competitive inroads. These restrictive laws also reflected the same kinds of general policies which Congress adopted to limit competition generally in the economy and thereby preserve failing businesses during the Depression.

Conditions have changed substantially since the 1930's. The risk of bank failures on a significant scale has in large part been dissipated by national economic policies and by state and federal regulatory activities, and the serious social impact of bank failure has been greatly reduced by nearly universal federal insurance of bank deposits. 7/ In these circumstances, it now seems appropriate for the states to critically re-examine the laws controlling the structure of their banking markets in the light of today's economic conditions and needs. Some states have recently taken steps to liberalize legislative schemes which have tended to unduly insulate local banking markets from new sources of competition and thereby inhibit the improvement of banking services. 8/

The basic goal in any such re-examination of the laws governing entry to banking markets should be to promote technical progress, efficiency, and innovation, while allowing banks to offer their services to customers at the lowest possible cost.

Competition has become a much more important consideration in banking policy in recent years. This may be seen in the Congressional deliberations on the Bank Holding Company Acts of 1956, 1966 and 1970 and the Bank Merger Acts of 1960 and 1966. It is strongly emphasized in the Supreme Court decisions involving bank mergers. Thus, in its 1963 Philadelphia National Bank decision, the Supreme Court stressed that the fact that banking was a fundamental industry, although highly regulated, made competition more important rather than less important. In its 1970 Phillipsburg National Bank decision the Court again stressed this point, and particularly emphasized the importance of maintaining competition among commercial banks in smaller communities, where the commercial choices available to the customer are necessarily more limited than in large metropolitan areas. Likewise, the President's Council of Economic Advisers has in 1970 emphasized the importance of competition in regulated industries—including commercial banking—as a means of promoting efficiency in operations and satisfying consumer demands. We think these national policies in favor of competition should be given careful consideration by individual states in any re-examination of their branch banking laws.

Competition in banking has traditionally focussed primarily upon providing customers greater convenience and offering new services. In recent years, however, price competition has become a more important factor, where it is not in effect prohibited by state or federal regulation. 9/ Since pricing behavior in banking markets appears to be directly related to market concentration, 10/ increased

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7/ Smith & Greenspun, Structural Limitations on Bank Competition, 32 Law and Contemp. Probs. 40, at 43-44.

8/ See N.Y. Bank Law, Art. 3, Sec. 105 (Supp. McKenney's, 1969-70); N.J. Stat. Ann. §17:9A-19 (Supp. 1969-70); Va. Code Ann. §6.1-39 (1966).

9/ The phenomenon of free checking accounts has introduced real price competition in many areas. See Weiss, Commercial Bank Price Competition: The Case of "Free" Checking Accounts, New England Economic Review, Sept., Oct. 1969.

10/ See the report of Almarin Phillips, Bank Mergers, Branching and Holding Companies in the Commonwealth of Pennsylvania, in the Pennsylvania Banking Law Commission's Statement of Issues Involved in Suggestions for Changes in Laws Governing Mergers, Branches and Holding Companies and Commission's Tentative Conclusions and Reports of Commission Economic Consultant, January 1967 at 16-17.

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concentration in banking markets tends to have a dampening effect on the salutary development of competitive pricing behavior and other competitive developments.

Usually, the legislative insulation of banking markets from new competition is accomplished by flat prohibitions on branching or by geographical restrictions on the areas in which banks may operate branch offices. These latter limitations typically prevent outside banks from entering specific areas by branching de novo or merging. 11/ Georgraphic restrictions on entry into new markets are often supplemented by "home office protection" statutes, which prohibit the opening of de novo branches in communities where the main office of another bank is located. The tendency of restrictions of this type is to increase concentration as competitors within the insulated areas respond to normal growth pressures. Because entry by outside banks is restricted, increased internal concentration through mergers among competitors may seem desirable as a means of providing service benefits which appear to outweigh increases in concentration. We suggest, however, that actual de novo entry of new competitors may often more effectively provide the structural alterations in a banking market which are needed in order to eliminate a noncompetitive atmosphere, or to meet unsatisfied banking needs. Where the communities affected are large and growing, geographic restrictions may substantially limit desired consumer options with respect to both price and service.

Opponents of broader access to banking markets have generally advanced two types of arguments: (1) protection against overbanking and (2) the prevention of undue concentration in broader banking markets as a result of unchecked growth through merger and de novo branching by the larger banking institutions. As noted above, policy grounds for the traditional fears of overbanking are largely unrealistic. Moreover, a premise central to industry concern about over-banking has been questioned in a recent study undertaken for the New York State Banking Department, 12/ concluding that while previously insulated banks were forced to share deposit growth with new entrants after the passage of broader branching laws, their profitability was not adversely affected to a significant extent. Given the potential benefits of eliminating absolute procriptions on new entry into banking markets, it would appear that any lingering concern in this area could be satisfied by reliance upon state or federal regulatory approval requirements that would exist under new state law.

While the traditional fears of overbanking seem largely unjustified, essentially unrestricted branching and merging have resulted in significant increases in banking concentration in some states with relatively broad branching laws. 13/ Such increases in concentration have generally been at the state level. At the local level, the more important market for most bank customers, such liberalized de novo branching has generally decreased concentration and increased competition. Furthermore, the presence of larger banks in local markets may have benefited customers by providing more sophisticated services, larger loans, and easier access to offices over a broad area. Nevertheless, dangers do remain when a few banking organizations occupy a substantial portion of the state market. Such organiations may have the power of preventing the creation or development of rival banking groups through early branching in potentially desirable locations or through other anticompetitive practices.

11/ See, generally, Smith & Greenspun, supra. A unique example is the Virginia scheme (Code of Virginia, Section 6-26) which limits de novo branching, yet allows operation of any office acquired by merger. Since an acquiring bank does not succeed to the de novo branching rights of an acquired bank and may thus be precluded from opening further offices in its new territory, many of the state's largest institutions have expanded via formation of bank holding companies, rather than by direct mergers.

12/ Kahn and Carlo, The Competitive Impact of New Branches, December 1969.

13/ See: Our Changing Banking Structure, Remarks of FRB Governor Mitchell before the Maine Bankers Association, June 11, 1968.

This danger when it does exist can best be dealt with by careful state legislation of de novo branching on a case by case basis. Such state regulation should be concerned with overly extensive de novo branching by a banking organization in local markets where it is already a dominant factor. It would be complimentary to present laws requiring federal regulatory approval, and antitrust scrutiny, for mergers and acquisitions involving banking institutions. 14/

If regulatory agencies can thus facilitate growth in procompetitive directions, the benefits which derive from new entry into banking markets may be achieved without adverse concentration effects throughout a region or state. Such an approach would better serve the public interest than the inflexible laws which currently limit new banking competition in a considerable number of the states.

In light of competitive issues such as those herein discussed, the Department suggests that the states, as appropriate:

1. Carefully re-examine the bases for existing restrictions upon entry into new banking markets by qualified banks;

2. Explore the enactment of new legislation which maximizes the ability of banks to more freely respond to market forces.

3. Consider specifically: (a) eliminating geographic limitations within the state upon the operation of branch offices opened de novo and perhaps upon branches acquired through merger, (b) eliminating home office protection statutes, particularly in developed areas, or where such statutes protect only large banks, and (c) authorizing bank holding companies which could bring new services and competition to local banking markets;

4. Provide regulatory agencies with sufficient legal flexibility to make basic decisions affecting the evolution of banking market structures; and to apply different standards on de novo branching to areas marked by disparate economic conditions and market structures; and

5. Provide statutory standards which recognize that the convenience and needs of banking markets are usually best served by maintaining competition at the highest possible level.

14/ See, e.g., the Bank Merger Act, particularly 12 U.S.C. §1828(c)(5) and the Bank Holding Company Act, 12 U.S.C. §1842(c).

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TEXT SECTION

(No. 39 T-2

DX-302

HISTORY OF SERVICE CHARGES ON CHECKING ACCOUNTS

1) C&S National - Atlanta

2) C&S Tucker

3) C&S Chamblee

4) C&S North Fulton

5) C&S Park National

6) C&S South DeKalb

7) C&S Sandy Springs

This Exhibit will be supplemented with a chart containing the same information in tabular form.

1) C&S NATIONAL - ATLANTA

History of Service Charges on Checking Accounts.

REGULAR CHECKING:

--offered prior to 1/1/59
--1/1/59-4/30/60...data not available; there is no indication of change during this period; in all likelihood charge was same as in following period
--price list dated May, 1960 showed: 75¢ plus 6¢/item effective through 3/31/64
--4/1/64-3/31/70...$1 plus 7¢/item; OR, free with $500 minimum or $1000 average balance
--4/1/70-8/31/72...75¢ plus 10¢/item; OR, free with $250 minimum or $1000 average balance

SPECIAL CHECKING:

--offered prior to 1/1/59
--1/1/59-4/30/60...data not available; there is no indication of change during this period; in all likelihood charge was same as in following period
--price list dated May, 1960 showed: 25¢ plus 10¢/item effective through 3/31/64
--4/1/64-8/31/72...50¢ plus 10¢/item

AFFECTS PREVIOUS SUBMISSION: Yes. Confirms 4/1/64 as exact date of "63/64" change; confirms that pre-May, 1960, data not available (even on microfilm).

Free checking for customers 65 years of age and older - effective June 1, 1971.

2) C&S TUCKER

History of Service Charges on Checking Accounts.

REGULAR CHECKING:

-- prior to 1/1/46...no service charge
-- 1/1/46-3/31/65....less than 3 checks = no service charge
more than 3 checks = 50¢ plus a graduated charge per activity (graduated charge not known or available)
OR, $600 minimum = no service charge, regardless of activity
-- 4/1/65-3/31/70....50¢ plus 8¢/item; OR, no charge with $500 minimum or $1000 average balance
-- 4/1/70-8/31/72....75¢ plus 10¢/item; OR no charge with $250 minimum or $1000 average balance

SPECIAL CHECKING:

-- first offered 1/1/46
-- 1/1/46-12/31/59...no service charges but had to purchase checks; cost $1 for 20 checks
-- 1/1/60-6/30/63....still no service charge but had to purchase checks; cost $1.25 for 20 checks
-- 7/1/63-3/31/65....still no service charge but had to purchase checks; cost $1.50 for 15 checks
-- 4/1/65-3/31/70....25¢ per month plus 10¢ per item; no extra check cost
-- 4/1/70-8/31/72....50¢ per month plus 10¢ per item

AFFECTS PREVIOUS SUBMISSION: Yes. Previous data incomplete and in places erroneous.

Free checking for customers 65 years of age and older — effective June 1, 1971.

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3) C&S CHAMBLEE

History of Service Charges on Checking Accounts.

REGULAR CHECKING:

--offered coincident with bank openirg, 5/13/60
--5/13/60-3/31/70...50¢ plus .06/item; OR, free with $1000 minimum balance
--4/1/70-8/31/72....75¢ plus .10/item; OR, free with $250 minimum or $1000 average balance

SPECIAL CHECKING:

--offered coincident with bank opening, 5/13/60
--5/13/60-3/31/70...25¢ plus 10¢/item
--4/1/70-8/31/72....50¢ plus 10¢/item

AFFECTS PREVIOUS SUBMISSION: Yes. Previous data indicates that average balance currently required for free regular account is $500; that prior to 4/1/70 regular charge was 75¢ plus 7¢ per item; and that prior to 4/1/70 special charge was 50¢ plus 10¢ per item.

Free checking for customers 65 years of age and older - effective June 1, 1971.

4) C&S NORTH FULTON

History of Service Charges on Checking Accounts.

REGULAR CHECKING:

-- offered coincident with bank opening, 6/10/67
-- 6/10/67-3/31/70....$1 plus 7¢/item; OR, free with $500 minimum or $1000 average balance
-- 4/1/70-8/30/72.....75¢ plus 10¢/item; OR, free with $250 minimum or $1000 average balance

SPECIAL CHECKING:

-- offered coincident with bank opening, 6/10/67
-- 6/10/67-8/30/72....50¢ per month plus 10¢/item

AFFECTS PREVIOUS SUBMISSION: Yes. Previous data indicated current average balance requirement for free regular account was $500 rather than $1000; previous data indicated that base rate of 75¢ existed before 4/1/70.

Free checking for customers 65 years of age and older effective June 1, 1971.

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BEST COPY AVAILABLE

5) C&S PARK NATIONAL

History of Service Charges on Checking Accounts.

REGULAR CHECKING:

-- offered coincident with bank opening, 7/14/67
-- 7/14/67-3/31/70....$1 plus 7¢/item; OR, free with $500 minimum or $1000 average balance
-- 4/1/70-8/30/72.....75¢ plus 10¢/item; OR, free with $250 minimum or $1000 average balance

SPECIAL CHECKING:

-- offered coincident with bank opening, 7/14/67
-- 7/14/67-8/30/72....50¢ per month plus 10¢/item

AFFECTS PREVIOUS SUBMISSION: Yes. Previous data indicated current average balance requirement for free regular account was $500 rather than $1000; previous data indicated that base rate of 75¢ existed before 4/1/70.

Free checking for customers 65 years of age and older effective June 1, 1971.

6) C&S SOUTH DEKALB

History of Service Charges on Checking Accounts.

REGULAR CHECKING:

-- offered coincident with bank opening, 9/18/69
-- 9/18/69-3/31/70....$1 plus 7¢/item; OR, free with $500 minimum or $1000 average balance
-- 4/1/70-8/30/72.....75¢ plus 10¢/item; OR, free with $250 minimum or $1000 average balance

SPECIAL CHECKING:

-- offered coincident with bank opening, 9/18/69
-- 9/18/69-8/30/72....50¢ per month plus 10¢ per item

AFFECTS PREVIOUS SUBMISSION: Yes. Previous data indicated current average balance requirement for free regular account was $500 rather than $1000; previous data indicated that base rate of 75¢ existed before 4/1/70.

Free checking for customers 65 years of age and older effective June 1, 1971.

7) C&S SANDY SPRINGS

History of Service Charges on Checking Accounts.

REGULAR CHECKING:

--offered coincident with bank opening, 12/11/59
--12/11/59-8/31/65...service charges computed manually by tellers; basis was a triangular chart then also used by Roswell and Alpharetta; using chart called for eyeballing minimum balance over the number of days during which checks were paid; chart not available; filmed statement files are not consistent; suspect a great deal of human error variation; charges most closely approximate the following schedule--- 75¢ plus 6¢/item, less 15¢ per $100 minimum balance...OR, free with $1000 minimum balance
--9/1/65.....converted to computer
--9/1/65- 7/1/66.definite 75¢ plus 6¢/item, less 15¢/ $100 minimum; OR, free with $1000 minimum balance
-- 7/1/66-3/31/70....$1 plus 7¢/item; OR, free with $500 minimum or $1000 average balance
--4/1/70-8/31/72.....75¢ plus 10¢/item; OR, free with $250 minimum or $1000 average balance

SPECIAL CHECKING:

--offered coincident with bank opening, 12/11/59
--12/11/59-8/1/66...25¢ plus 10¢/item
-- 8/1/66-8/31/72...50¢ plus 10¢/item

AFFECTS PREVIOUS SUBMISSION: Yes. Previous data described only the services charges in effect since 4/1/70.

Free checking for customers 65 years of age and older - effective June 1, 1971.

2 380

"Banks in the United States of America"

	REGULAR CHECKING							SPECIAL CHECKING		
	Month. Maint.	Free Debits	Per Debit Charge	Earnings Allowance	S/C Cutoff Bal. Min.	S/C Cutoff Bal. Avg.	No Activity	Month. Maint.	Per Debit Charge	S/C Exempt
ational Banks:										
thens	$ .75		$ .06		$ 500	$ 1000		$ .25	$ .10	
tlanta	.75		.10		250	1000		.50	.10	
ugusta	1.00		.07		100			.50	.10	
acon	.75		.06		500			.25	.10	
avannah	1.00		.05		300		$ .50	.50	.10	
aldosta	.75		.06		250			.25	.10	Over 65
ffiliate Banks:										
lbany	1.10	10	.06	$.10/$100		1000	NC	.25	.10	Over 65
eKalb	.75		.10		250	1000		.50	.10	
ublin	.50		.05			300		.00	.10	Over 65
ast Point	.75		.10		250	1000		.50	.10	
ory	.75		.10		250	1000		.50	.10	
aGrange	.75		.10		150	1000		.50	.10	Over 65 and College Student
owran	.50		.05	$.10/$100						Over 65
homaston	.60		.05	$.10/$100			NC	.00	.10	Over 65, Student and Ministers

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	REGULAR CHECKING							SPECIAL CHECKING		
	Month. Maint.	Free Debits	Per Debit Charge	Earnings Allowance	S/C Cutoff Bal. Min.	S/C Cutoff Bal. Avg.	No Activity	Month. Maint.	Per Debit Charge	S/C Exempt
Correspondence Associates (5% Banks):										
Ainbridge	$ .50		$ .05	$.10/$100			NC			
Cartersville	.50		.07	$.20/$100				.25	.10	Over 65, Students
Hawkinsville	.75		.10		250	1000		.50	.10	
Dalton	.50		.05		300					Students, Retired and Military
Fayetteville	.75		.10		250					
Hart County	.50		.05		200					
Milledgeville	.75		.08		300		NC			
Monroe	.75		.05	$.10/100			NC			
Morrie	.50		.05		200		NC	.25	.10	Over 65 and Students
North Fulton	.75		.10		250	1000		.50	.10	
Park National	.75		.10		250	1000		.50	.10	
Sandy Springs	.75		.10		250	1000		.50	.10	
South DeKalb	.75		10		250	1000		.50	.10	
Springfield	1.00		.05		300					Over 65
Thomas County	.50		.06		300		NC	.25	.10	Over 65

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	REGULAR CHECKING							SPECIAL CHECKING		
	Month. Maint.	Free Debits	Per Debit Charge	Earnings Allowance	S/C Cutoff Bal. Min.	S/C Cutoff Bal. Avg.	No Activity	Month. Maint.	Per Debit Charge	S/C Exempt
[illegible]ton	1.00	5	.06		300		NC			Over 65 and Students
[illegible]ker	.75		.10		250	1000		.50	.10	
[illegible]rner Rob[illegible]ins	.50		.06		300					Over 65
[illegible]ville	.50		.06		$0 - $199					
	.40		.06		$200-$399					
	.30		.06		$400-$499					
	-		-		$500					
[illegible]ackson	-		.10		500					Over 65 and Students
[illegible]enois	.75		.10		250					

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	REGULAR CHECKING					SPECIAL CHECKING			
	Month. Maint.	Free Debits	Per Debit Charge	S/C Cutoff Bal. Min.	S/C Cutoff Bal. Avg.	Month. Maint.	Per Debit Charge	S/C Min.	S/C Avg.
Downtown Atlanta Banks:									
Trust Co. Bank	$ .75		$.10	$250		$ .50	$ .10		
C&S Nat'l Bank	.75		.10	250	$1,000	.50	.10		
Fulton Nat'l Bank	.75		.10	250	1,000	.50	.10		
First Nat'l Bank	.75		.10	250		.50	.10		
Nat'l Bank of Ga.	1.00		.10	250		.50	.10		
Metropolitan Area Banks:									
Cobb Exch. Bank	.75		.10	250	1,000	.50	.10		
Security Nat'l Bank	.75		.10	250	1,000	.50	.10		
C&S Bank of N.F.	.75		.10	250	1,000	.50	.10		
Bank of Smyrna	.75		.10	250		.50	.10		
C&S Bank of Chamblee	.75		.10	250	1,000	.50	.10		
Citizens Bank of Stone Mountain	.75		.10	250		.50	.10		
C&S Park National	.75		.10	250	1,000	.50	.10		

	REGULAR CHECKING					SPECIAL CHECKING			
	Month. Maint.	Free Debits	Per Debit Charge	S/C Cutoff Bal. Min.	S/C Cutoff Bal. Avg.	Month. Maint.	Per Debit Charge	S/C Min.	S/C Avg.
Clayton City Bank	$.75		$.10	$250		$ .50	$ .10		
Cobb City Bank	.75		.10	250		.50	.10		
C&S Emory Bank	.75		.10	250	1,000	.50	.10		
First Bank of Clayton	.75		.10	250		.50	.10		
C&S Tucker	.75		.10	250	1,000	.50	.10		
C&S DeKalb	.75		.10	250	1,000	.50	.10		
FNB DeKalb	.75		.10	250		.50	.10		
C&S Bank of East Pt.	.75		.10	250	1,000	.50	.10		
Northeast Comm. Bank	.75		.10	250		.50	.10		
C&S Sandy Springs	.75		.10	250	1,000	.50	.10		
C&S South DeKalb	.75		.10	250	1,000	.50	.10		
Buford Comm. Bank	.75		.10	250					
FNB Lawrenceville	.75		.10	250					
Roswell Bank	.75		.10 .08	250	1,000	.25	.10		
Bank of Duluth	.75		.10	250		.75	.06	1,000	
Citizens Bank of Clarkston	.75		.09	250		.50	.10		
Fulton Exch. Bank	.75		.08	250					

E.1 852

	REGULAR CHECKING					SPECIAL CHECKING			
	Month. Maint.	Free Debits	Per Debit Charge	S/C Cutoff Bal. Min.	S/C Cutoff Bal. Avg.	Month. Maint.	Per Debit Charge	S/C Min.	S/C Avg.
Fairburn Banking Co.	.75		.06	500					
Citizens Bank of Hapeville	1.00		.07	250		.50	.10		
Bank of Jonesboro	1.00		.08	250		.75	.10		
Bank of Acworth	1.00		.08	250		.50	.10		
Bank of Forest Park	1.00		.09	250		.50	.10		
Bank of South	1.00		.09	250		.50	.10		
FNB Marietta	1.00 .75 .50 -		.05 .05 .05 -	$0 - $199 $200-$399 $400-$499 500	1,000				
Commercial Bank of Cobb County	1.00 .75 .50 NC			$0 - $199 $200-$399 $400-$599 $600					
First Palmetto Bank	2.00		.05	200					
Bank of Fulton Cnty.	.50		.10	200					
First Georgia Bank	.50		.10	200					
Peachtree Bank and Trust Company	.50	.75	.10	250					
Brand Banking Co.	.50		.10	500 S/C of $.25 if min. maintained					

E-853

INTEREST PAID ON SAVINGS - C & S SYSTEM

	Regular Savings		Time Deposits	
National Banks	**Rate**	**Terms**	**Rate**	**Terms**
Athens	3-1/2%		5%	90-day certificates
Augusta	3-1/2%	Compounded daily	5%	Compounded daily, withdraw quarterly
Macon	3-1/2%	Compounded daily	5%	Compounded daily, withdraw quarterly
Savannah	3-1/2%		5%	Compounded daily
Valdosta	3-1/2%	Compounded semi-annually	5%	90-day certificates
Affiliate Banks				
Albany	3-1/2%	Compounded semi-annually	5%	Compounded quarterly, withdraw quarterly
DeKalb	3-1/2%	Compounded semi-annually	5%	Compounded quarterly, withdraw quarterly
Dublin	3-1/2%	Compounded semi-annually	5%	Compounded daily, withdraw quarterly
East Point	3-1/2%	Compounded semi-annually	5%	Compounded daily, withdraw quarterly
Emory	3-1/2%	Compounded semi-annually	5%	Compounded daily, withdraw quarterly
Orange	3-1/2%	Compounded semi-annually	5%	Compounded daily, withdraw quarterly
Trenton	3-1/2%	Compounded semi-annually	5%	Compounded daily, withdraw quarterly
Thomaston	3-1/2%	Compounded semi-annually	5%	Compounded daily, withdraw quarterly
Correspondent Associates				
(Chief)				
Cartersville	4%	Compounded semi annually	5%	Compounded daily, withdraw quarterly
Douglasville	4%	Compounded semi-annually	5%	90-day certificate

E.I. 854

(National Bank)	(Regular Savings)		(Time Deposits)	
	Rate	Terms	Rate	Terms
Chamblee	3-1/2%	Compounded semi-annually	5%	90-day certificate
Dalton	4-1/2%	Compounded semi-annually	5%	withdraw quarterly
Fayetteville	3%	Compounded semi-annually	5%	withdraw quarterly
Hartwell	3%	Compounded semi-annually	5%	90-day certificate
Milledgeville	4%	Compounded semi-annually	5%	90-day certificate
Monroe	3-1/2%	Compounded semi-annually	5%	withdraw quarterly
Park National	3-1/2%	Compounded semi-annually	5%	withdraw quarterly
Sandy Springs	3-1/2%	Compounded semi-annually	5%	withdraw quarterly
Senoia	3-1/2%	Compounded semi-annually	5%	withdraw quarterly
South DeKalb	3-1/2%	Compounded semi-annually	5%	withdraw quarterly
Springfield	4%	Compounded semi-annually	5%	withdraw quarterly
Thomas County	3-1/2%	Compounded semi-annually	5%	Compounded daily, withdraw quarterly
Tifton	4-1/2%	Compounded semi-annually	5%	withdraw quarterly
Tucker	4%	Compounded semi-annually	5%	withdraw quarterly
Warner Robins	3-1/2%	Compounded semi-annually	5%	Compounded daily, withdraw quarterly
Hogansville	4-1/2%	Compounded semi-annually	5%	90-day certificate
Jackson	4%	Compounded semi-annually	5%	90-day certificate

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DEFENDANTS' EXHIBIT 302
for IDENTIFICATION

OFFERED _____
RECEIVED _____
EXCLUDED _____
WITHDRAWN _____

HISTORY OF SERVICE CHARGE

	REGULAR CHECKING						SPECIAL CHECKING		
	Month. Maint.	Free Debits	Per Debit Charge	Earnings Allowance	S/C Cutoff Bal. Min.	S/C Cutoff Bal. Avg.	Month. Maint.	Per Debit Charge	Remarks
510									
National	.75	-	.06	-	-	-	.25	.10	
Tucker	.50	3	*	-	$ 600	-	-	-	Purchase checks 1.25 for 20
Chamblee	.50	-	.06	-	$1,000	-	.25	.10	
N. Fulton									
Park National									
S. DeKalb									
Sandy Springs	.75	-	.06	$.15/$100	$1,000	-	.25	.10	
541									
National	.75	-	.06	-	-	-	.25	.10	
Tucker	.50	3	*	-	$ 600	-	-	-	Purchase checks 1.25 for 20
Chamblee	.50	-	.06	-	$1,000	-	.25	.10	
N. Fulton									
Park National									
S. DeKalb									
Sandy Springs	.75	-	.06	$.15/$100	$1,000	-	.25	.10	
542									
National	.75	-	.06	-	-	-	.25	.10	
Tucker	.50	3	*	-	$ 600	-	-	-	Purchase checks 1.25 for 20
Chamblee	.50	-	.06	-	$1,000	-	.25	.10	
N. Fulton									
Park National									
S. DeKalb									
Sandy Springs	.75	-	.06	$.15/$100	$1,000	-	.25	.10	

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	REGULAR CHECKING						SPECIAL CHECKING		
	Month. Maint.	Free Debits	Per Debit Charge	Earnings Allowance	S/C Cutoff Bal. Min.	S/C Cutoff Bal. Avg.	Month. Maint.	Per Debit Charge	Remarks
[illegible]									
National	.75	-	.06	-	-	-	.25	.10(1)	
Tucker	.50	3	*	-	$ 600	-	-	-	Purchase checks 1.50 for 15
Chamblee	.50	-	.06	-	$1,000	-	.25	.10	
N. Fulton									
Park National									
S. DeKalb									
Sandy Springs	.75	-	.06	$.15/$100	$1,000	-	.25	.10	
[illegible]									
National(2)	1.00	-	.07	-	$ 500	$1,000	.50	.10	
Tucker	.50	3	*	-	$ 600	-	-	-	Purchase checks 1.50 for 15
Chamblee	.50	-	.06	-	$1,000	-	.25	.10	
N. Fulton									
Park National									
S. DeKalb									
Sandy Springs	.75	-	.06	$.15/$100	$1,000	-	.25	.10	
[illegible]									
National	1.00	-	.07	-	$ 500	$1,000	.50	.10	
Tucker (3)	.50	-	.08	-	$ 500	$1,000	.25	.10	
Chamblee	.50	-	.06	-	$1,000	-	.25	.10	
N. Fulton									
Park National									
S. DeKalb									
Sandy Springs	.75	-	.06	$.15/$100	$1,000	-	.25	.10	
[illegible]									
National	1.00	-	.07	-	$ 500	$1,000	.50	.10	
Tucker	.50	-	.08	-	$ 500	$1,000	.25	.10	
Chamblee	.50	-	.06	-	$1,000	-	.25	.10	
N. Fulton									
Park National									
S. DeKalb									
Sandy Springs(4)	1.00	-	.07	-	$ 500	$1,000	.50	.10	

BEST COPY AVAILABLE

	REGULAR CHECKING						SPECIAL CHECKING		
	Month. Maint.	Free Debits	Per Debit Charge	Earnings Allowance	S/C Cutoff Bal. Min.	S/C Cutoff Bal. Avg.	Month Maint.	Per Debit Charge	Remarks
[illegible]									
[illegible] National	1.00	-	.07	-	$ 500	$1,000	.50	.10	
Tucker	.50	-	.08	-	$ 500	$1,000	.25	.10	
Chamblee	.50	-	.06	-	$1,000	-	.25	.10	
N. Fulton(5)	1.00	-	.07	-	$ 500	$1,000	.50	.10	
Park National(6)	1.00	-	.07	-	$ 500	$1,000	.50	.10	
S. DeKalb Sandy Springs	1.00	-	.07	-	$ 500	$1,000	.50	.10	
[illegible]									
[illegible] National	1.00	-	.07	-	$ 500	$1,000	.50	.10	
Tucker	.50	-	.08	-	$ 500	$1,000	.25	.10	
Chamblee	.50	-	.06	-	$1,000	-	.25	.10	
N. Fulton	1.00	-	.07	-	$ 500	$1,000	.50	.10	
Park National	1.00	-	.07	-	$ 500	$1,000	.50	.10	
S. DeKalb Sandy Springs	1.00	-	.07	-	$ 500	$1,000	.50	.10	
[illegible]									
[illegible] National	1.00	-	.07	-	$ 500	$1,000	.50	.10	
Tucker	.50	-	.08	-	$ 500	$1,000	.25	.10	
Chamblee	.50	-	.06	-	$1,000	-	.25	.10	
N. Fulton	1.00	-	.07	-	$ 500	$1,000	.50	.10	
Park National	1.00	-	.07	-	$ 500	$1,000	.50	.10	
S. DeKalb(7)	1.00	-	.07	-	$ 500	$1,000	.50	.10	
Sandy Springs	1.00	-	.07	-	$ 500	$1,000	.50	.10	
[illegible] (6)									
[illegible]	.75	-	.10	-	$ 250	$1,000	.50	.10	
Tucker	.75	-	.10	-	$ 250	$1,000	.50	.10	
Chamblee	.75	-	.10	-	$ 250	$1,000	.50	.10	
N. Fulton	.75	-	.10	-	$ 250	$1,000	.50	.10	
Park National	.75	-	.10	-	$ 250	$1,000	.50	.10	
S. DeKalb	.75	-	.10	-	$ 250	$1,000	.50	.10	
Sandy Springs	.75	-	.10	-	$ 250	$1,000	.50	.10	

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* Graduated per activity

1. Went into effect 7/1/63
2. " " " 4/1/64
3. " " " 4/1/65
4. " " " 8/1/66
5. Offered coincident with bank opening 6/10/67
6. " " " " " 7/14/67
7. " " " " " 9/18/69
8. All charges went into effect 4/1/70 and charges remain unchanged to date.

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